



## COMMUNITY AGREEMENT

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**Agreement between the administration of the Andijan machine-building institute and the trade union committee for 2021-2023**

# COMMUNITY AGREEMENT

Based on the decision of the general meeting of the staff of the Andijan machine-building institute



**Andijon- 2021**



## COMMUNITY AGREEMENT

### I. GENERAL RULES

1. This collective agreement (hereinafter referred to as the "Agreement") is a local normative document regulating labor, socio-economic and professional relations between the employer and employees at the Andijan machine-building institute (hereinafter "Institute"), the Constitution of the Republic of Uzbekistan, Labor Code, Laws "On Employment", "On Labor Protection", "On Trade Unions", "On Social Partnership", "On Education", the National Training Program and the Ministry of Higher and Secondary Special Education of the Republic of Uzbekistan and the Ministry of Education of Uzbekistan and the trade union of scientists was developed on the basis of the sectoral agreement and other normative legal acts concluded between the Republican Council for 2021-2023, the conditions of which guarantee the lowest level of socio-economic rights and benefits of all employees of the Institute.
2. The parties to this agreement (hereinafter referred to as "parties" are the employer and the trade union) are:
  - The employer - in the person of the rector of the institute ;
  - employees - on behalf of the trade union committee.
3. The agreement comes into force from the date of signing and is valid until December 31, 2023. Upon expiration of the prescribed period, the collective agreement shall remain in force until the parties enter into a new agreement or amend or supplement the existing agreement.
4. This agreement applies to the rector of the institute and all employees of the institute, including those hired after the entry into force of the collective agreement, as well as related employees. In the cases provided for in this Agreement, some of its provisions shall also apply to:
  - family members of the employee;
  - to employees who have suffered as a result of injuries, occupational diseases or other injuries in connection with the performance of their duties;
  - persons who are dependent on an employee who died due to a disability at work, occupational disease or other damage to health in connection with the performance of work duties and are not limited by law, entitled to compensation;
  - staff members of the trade union committee;
  - Persons performing work under contracts of a civil nature;
  - to trade union members (in terms of additional benefits provided at the expense of the trade union budget);
  - to persons whose employment relationship was terminated by the employer due to retirement .
5. In concluding the agreement, the parties are based on the Model of the Network Agreement and the collective agreement developed by the Republican Council of the Trade Union of Education, Science and Culture of Uzbekistan. Amendments and additions to the contract are made by mutual agreement of the parties.
6. Familiarize all employees, including newly hired employees, with the collective agreement, as well as other local documents of the institute, agreed with the trade union committee, disclosure of information on the content and terms of the collective agreement (meetings, conferences, reports of responsible employees, through information stands, network publications, etc.).
7. Upon entering the institute, the employee is interviewed by the chairman of the trade union committee.
8. In accordance with Article 9 of the Labor Code of the Republic of Uzbekistan, the trade union committee inspects and monitors compliance with labor legislation and labor protection regulations at the enterprise .
9. The parties will organize training seminars, roundtables on the prevention of systematic violations of labor legislation and regulation of labor relations with the participation of employees and students of the institute, involving representatives of higher trade union bodies, officials and agencies .

In accordance with the sectoral agreement, the parties agreed to jointly celebrate the 1st of October - "Teachers 'and Coaches' Day" and November 11 - "Trade Union Day".



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**10.** In accordance with the ILO Convention No. 135 "On the protection of the rights and opportunities of workers' representatives in the enterprise" , as well as the Regulation "On the Occupational Safety and Health Representative" registered by the Ministry of Justice of the Republic of Uzbekistan on December 18, 1995 No. 196 For the purposes of this agreement, the following categories are recognized as "Workers' Representatives":

- a) members of the trade union committee;
- b) labor protection representatives;
- c) members of the commission on labor disputes.





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### II. MANUFACTURING AND ECONOMIC ACTIVITY

**11.** Noting that the parties have a mutual interest in improving the material and legal status of employees of the institute, it is necessary to unite efforts to ensure compliance with the socio-economic interests of employees and the employer through the implementation of laws and regulations and the rights and obligations under this agreement. they think.

**12. Employer:**

a) to achieve the successful operation of the Institute, to further improve the culture and discipline of labor, to improve the professional skills of employees, to prevent the reduction of tariff rates in comparison with those established by applicable regulations;

b) timely provision of material and technical resources and financial resources to the workforce;

c) creation of all conditions for increasing labor productivity, mastering best practices, implementation of scientific and technical achievements;

g) The institution alone, if necessary, the appropriate staff for training in educational institutions, professional training, professional development works (vocational training, and other forms of professional training, training and training of such terms and the procedure, the professions and the list of specialties is determined by the relevant rules (normative legal acts);

d) encourage employees who make a significant contribution to the efficiency of the institute;

e) Decree of the President of the Republic of Uzbekistan dated July 30, 2019 No. PF-5775 "On additional measures to further improve the system of combating human trafficking and forced labor" and the Cabinet of Ministers of the Republic of Uzbekistan dated May 10, 2018 "On elimination of forced labor in the Republic of Uzbekistan" undertakes to fully comply with Resolution No. 349 "On Additional Measures"

**13. Trade Union Committee:**

a) acting on behalf of employees in addressing issues related to socio-labor relations, as well as production and socio-economic problems;

b) assisting employees in the observance of internal labor regulations and labor discipline, the timely and quality performance of work duties;

c) make proposals to the rector of the institute on collective bargaining on issues such as improvement of forms and systems of remuneration of labor, management of the Institute, improvement of contractual obligations, adoption of current and future plans and programs of socio-economic development; to go;

g) take the initiative to participate in network competitions, as well as participate in the network competition of the best primary trade union organization for the conservation of electricity and fuel and energy resources;

(d) Undertake to participate in the implementation of state programs for the modernization and renewal of the country and the building of a democratic state governed by the rule of law and civil society.

**14. Staff:**

a) honest performance of their duties, timely and quality execution of orders and directives of the Rector of the Institute;

b) observance of internal labor regulations, established labor regulations and discipline;

c) assistance in increasing production efficiency, increasing labor productivity, saving resources, using the best practices of their colleagues;

g) undertake to take part in targeted public charitable hashars held annually on the eve of national holidays.





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### III. EMPLOYMENT CONTRACT. EMPLOYMENT GUARANTEES

**15.** The employment relationship between the employee and the employer is governed by the provisions of labor laws and regulations (including the sectoral agreement and the contract), as well as a written employment contract.

**16.** Recruitment of teachers is carried out in accordance with the requirements of the Regulation "On the procedure for competitive recruitment of teachers in higher education institutions", approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated February 10, 2006 No 20. Professors of retirement age are hired in accordance with the Labor Code of the Republic of Uzbekistan.

He may not be admitted to the institute if he has been dismissed from law enforcement, judicial and other state bodies or other organizations for acts that have damaged his reputation.

**17.** The trade union committee carries out public control over the state of employment and compliance with the legislation on employment at the institute .

It is not allowed to terminate the employment contract of employees at the initiative of the employer without the prior consent of the trade union committee. Except as provided by the legislation of the Republic of Uzbekistan.

The written submission of the employer in this regard is considered by the **Trade Union Committee** on the basis of the "Procedure for consideration of the employer's application in the trade union body", approved by the Presidium of the Federation Council of Trade Unions of Uzbekistan on April 19 , 2016 No 2-11.

If the right to hire an employee and terminate the employment contract with him is within the competence of the higher organization, it is advisable to obtain the consent of the trade union committee of the organization or the relevant higher trade union body in case of conflict before terminating the employment contract at the initiative of the employer.

**18.** An employee's request for temporary transfer to another job must be granted by the employer if the request is for good reasons and such work is available at the institution . The period of temporary transfer to another job at the initiative of the employee is determined by agreement between the employee and the employer. In this case, the salary is paid depending on the work performed in practice.

Reasons for temporary transfer to another job at the initiative of the employee are:

- the need to care for a sick family member;
- financial difficulties;
- composition of work with education;
- Occurrence of factors threatening the life or health of the employee in the previous workplace.

**19.** Temporary transfer of an employee to another job without his consent is allowed at the initiative of the employer in connection with the need for production or termination of employment. In this case, the employee may not be transferred to another job that does not correspond to his health.

The period of temporary reassignment is determined by the time of elimination of the factors that caused the need for production or the entire period of suspension.

Suspension of work due to production, organizational and technical reasons, overhaul, quarantine (increased risk of transmission of various infectious diseases) or other objective reasons is considered as cancellation.

During the period of temporary transfer to another job at the initiative of the employer, the employee is paid a salary depending on the work performed, but not less than the previous average job.



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**20.** The necessity of production for the temporary transfer of an employee to another job at the initiative of the employer may be considered as urgent and urgent work to be performed in the following cases:

- during the period of temporary absence of another employee (due to a training session, leave and unpaid leave, temporary incapacity for work);
- when it is necessary to prevent natural and man-made accidents, accidents, natural disasters and other emergencies.
- Temporary cessation of work as a result of improvements.

**21.** To inform the trade union committee at least 2 months in advance about the possibility of mass dismissal of employees and to carry out consultative work aimed at mitigating the consequences of dismissal, as well as at least 2 months in advance to determine the profession, specialization, qualifications and salary of each employee. undertakes to inform the local labor authority about the dismissal.

Simultaneous dismissal of 10 (ten) and more percent of the average number of employees registered in the Institute is considered as mass dismissal of employees.

**22.** When reducing the number of employees, the following measures will be taken to mitigate the effects of the reduction:

- a) limitation of rotation, number of temporary employees, prohibition of work in several professions, transfer of work performed under civil law contracts to the team;
- b) at the request of employees, granting them short-term unpaid leave;
- c) voluntary termination of the employment contract by the employee during the period of notice of redundancy, with the payment of compensation corresponding to the period of notice by agreement of the parties;
- (g) Contract with the Center for Employment Promotion and Social Protection for the retraining and other vocational training of dismissed employees;
- (d) Giving the employee who has been notified of the termination of an employment contract in connection with a reduction in the number of employees the right not to go to work one day a week for a specified period of time to seek another job at a time convenient to him during the notice period.

**23.** Article 103, paragraphs 1 and 2 of the Labor Code of the Republic of Uzbekistan .

If employees do not have the right of preferential employment in accordance with the first and second parts of Article 103 of the Labor Code of the Republic of Uzbekistan, then the following cases of preferential employment are taken into account:

- a) disability;
- b) approaching retirement age (women 53 years, men 58 years);
- c) the presence of children under the age of 14 in the care of a working single mother;
- d) to persons in the family who do not receive any other independent salary.



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### IV. WORKING HOURS AND REST TIME

**24.** The following terms of the working week are accepted at the Institute :

- a) 36 hours for teaching staff;
- b) 40 hours for employees and managers engaged in work under normal working conditions;
- c) for employees with disabilities of groups I and II - 36 hours;
- g) for employees aged 16 to 18 - 36 hours.

In accordance with the Resolution of the Ministry of Higher and Secondary Special Education of the Republic of Uzbekistan, the Ministry of Employment and Labor Relations and the Ministry of Finance dated February 6, 2017 No. 1-2017, 4-q / q, 13, working hours for guards and seasonal workers in the form of shifts is formed without exceeding. The shift work schedule is formed, introduced to the employees and approved by the employer.

**25.** The limit of working hours for employees of special jobs and employees whose working conditions are extremely harmful and very heavy is determined by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated March 11, 1997 No 133.

**26.** In cases provided for in Article 229 of the Labor Code of the Republic of Uzbekistan, as well as in the presence of one of the following grounds, at the request of the employee is assigned part-time work:

- a) illness of one of the family members;
- b) work should be combined with education;
- c) the need for preventive treatment.

In the case of part-time work, the duration of work is determined by agreement between the employee and the rector of the institute . Wages for part-time work are paid in proportion to the time worked or the volume of work, but not less than the rate of the 1st category of the single tariff grid.

**27.** A cumulative working time regime will be introduced for faculty and staff . Employees employed in this mode are guaranteed equalization of the amount of monthly salary (subject to adjustment at the end of the accounting period). In this case, for overtime work during the accounting period, overtime work is paid in the amount prescribed by law and regulations, or at the discretion of the employee is given a day off.

**28.** Recruitment during non-working hours is carried out with the consent of the employee.

Employment of employees on weekends and holidays can be carried out only in exceptional cases in accordance with the written order of the Employer's Trade Union Committee, subject to the restrictions established by Articles 220, 228 and 245 of the Labor Code of the Republic of Uzbekistan.

Recruitment of employees on weekends and holidays is allowed on the following grounds:

- a) when it is necessary to prevent or eliminate the consequences of natural and man-made accidents, accidents, natural disasters and other emergencies;
- b) to participate in public charity hashars;
- c) for duty organized for the purpose of fulfilling the tasks of the ministry and higher organizations on the organization of duty.

**29.** Compensation and payment for work on weekends or holidays ( overtime work ) are made in accordance with Article 157 of the Labor Code of the Republic of Uzbekistan .

**30.** Annual main and additional leave periods (except for employees who have been granted basic extended leave in accordance with the legislation) shall be determined in accordance with **Annex 1** for all employees . For the period of annual leave, the employee is guaranteed a salary not less than the average wage.



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In accordance with the annual Decree of the President of the Republic of Uzbekistan "On the establishment of additional non-working days and transfer of days off during the celebration of official dates" is defined as an additional day off (s). Additional days off (s) are covered by reducing the duration of annual leave, the actual duration of leave is taken into account when calculating the amount of average monthly salary retained during the annual leave, plus additional days off (s). Even if the duration of the annual leave is reduced, the duration of the annual leave shall not be less than 15 working days.

Additional annual leave is granted in the following cases:

a) for work with specific working conditions in accordance with the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 133 of March 11, 1997 ;

b) on the basis of the methodology for assessing working conditions approved by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan and the Ministry of Health of the Republic of Uzbekistan.

**31.** Upon termination of the employment contract, the employee is paid compensation for all annual unused basic and additional leave.

All types of social leave, as well as additional leave provided for in Articles 137 and 138 of this Labor Code , shall be used in their original form and may not be replaced by paid compensation, except in cases of termination of the employment contract.

**32.** In the event of termination of the employment contract (including in connection with its expiration), the employee may, at the discretion of the employee, be granted annual basic and additional leave, after which the employment relationship may be terminated. In this case, the day of termination of the leave is considered the day of termination of the employment contract.

When the employment contract is terminated due to the employee's misconduct, it is not allowed to use the annual basic and additional leave in its original form.

**33.** The employer undertakes to satisfy the employee's request for leave without pay in the following cases:

a) in case of death of a close relative - 3 days;

b) for the wedding of an employee or his child - 3 days;

c) up to one month before the end of the maternity leave in the absence of the possibility of granting annual leave to pregnant women .

Close relatives are: the employee's parents, brothers, sisters, children, spouse, and the spouse's parents, brothers, and sisters.

**34.** At the request of the employee, he may be granted unpaid leave, the duration of which is determined by agreement between the employee and the employer, but it should not exceed three months in total for a period of twelve months.

**35.** In addition to the categories of employees specified in Article 144 of the Labor Code of the Republic of Uzbekistan, the following employees are granted leave at their discretion during the summer or at any other time convenient for them:

a) employees registered in accordance with the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 153 of March 20, 1997 on socially significant diseases;

b) employees caring for a sick family member;

c) representatives of young families who received mortgage loans from commercial banks in accordance with the Decree of the President of the Republic of Uzbekistan dated May 18, 2007 No. PF-3878;

d) on a part-time basis.





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### V. SALARY.

#### GUARANTEED PAYMENTS AND COMPENSATION PAYMENTS.

**36.** The institute uses a temporary (hourly, if necessary) form of remuneration, using a simple system of temporary remuneration.

Wages of the Ministry of Employment and Labor Relations and the Ministry of Higher and Secondary Special Education of the Republic of Uzbekistan "On approval of the basic salary for teaching staff and executives of higher education institutions" Joint Resolution No. 3-2019, 19-qq and 15-2019-qq of the Ministries of Employment and Labor Relations, Higher and Secondary Special Education and Public Education of the Republic of Uzbekistan dated April 10, 2019 "On the amount of hourly wages for training " on approval "".

**37.** Wages are paid in the manner prescribed by the laws and regulations of the Republic of Uzbekistan.

**38.** Terms of payment:

- for the first half month - on the 18th day of the current month;
- for the second half of the month - on the 5th day of the following month;

If the day of payment falls on a day off or holiday, the salary is paid on the eve of that day. Each employee has the right to receive written / oral information about the components of the salary paid to him in the relevant period, the amount of money withheld and its grounds, as well as the total amount paid, by contacting the accountant.

**39.** With the consent of the employee, all or part of the salary is transferred to his plastic card.

**40.** In case of delay in payment of wages to the employee in accordance with the terms specified in paragraph 40 of this Agreement, the following measures shall be taken:

- a) in the event of the fault of the servicing bank - the employer (according to the service agreement between the bank and the customer, concluded by the Cabinet of Ministers of the Republic of Uzbekistan on June 22, 2001 No 264) undertakes to direct the tax;
- b) in case of overdue receivables - the employer undertakes to collect receivables together with fines, penalties and direct the proceeds to the regulation of remuneration of labor;
- c) if the delay occurs due to lack of funds in the deposit number - the employer undertakes to take a loan from a commercial bank and pay wages (according to the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated March 19, 2002 No 88).

**41.** The employer agrees with the trade union committee on local documents on remuneration and labor standardization, as well as the procedure for their introduction.

**42.** Remuneration of employees is carried out in accordance with the "Regulations on the procedure for rewarding, setting bonuses and financial incentives for teachers and other categories of employees of the Institute at the expense of budgetary and extra-budgetary funds" ( **Annex 2** ).

**43.** The following types and amounts of increased salaries, bonuses, additional payments and compensations are set at the Institute :

- one and a half times paid for night work;
- for overtime work, work on weekends and holidays - twice the amount;
- the amount of additional payment to employees for work on the basis of several professions and positions, expansion of the service sector, increase in the volume of work is determined by agreement of the parties to the employment contract. (Regulations of the Cabinet of Ministers of the Republic of



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Uzbekistan dated October 18, 2012 No. 297 "Regulations on the procedure for working on a part-time basis and in several professions and positions" must be complied with);

- Payments for business trips within the Republic of Uzbekistan were approved by the Ministry of Finance and the Ministry of Employment and Labor Relations of the Republic of Uzbekistan on July 24, 2003 No. 83 and №7 / 12 and registered in the Ministry of Justice of the Republic of Uzbekistan on August 29, 2003 No. 1268. In accordance with the "Instruction on business trips throughout the Republic" and Article 171 of the Labor Code of the Republic of Uzbekistan:

- a) travel expenses - on a normative basis;
- b) living expenses other than permanent residence, including rent;
- c) daily expenses in the amount of at least 10% of the basic calculation amount established in the Republic of Uzbekistan ;
- d) other expenses incurred by the employee with the permission or consent of the employer in accordance with Article 148 of the Labor Code of the Republic of Uzbekistan.

- Compensation for business trips outside the Republic of Uzbekistan (approved by the order of the Minister of Finance of the Republic of Uzbekistan dated October 19, 2015 No. 92, registered in the Ministry of Justice of the Republic of Uzbekistan on November 19, 2015 No. 2730) in accordance with the "Regulations on the procedure for allocating funds for travel expenses" when sent on a business trip abroad ;

- Approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated August 26, 2020 No 517 "On approval of the Regulations on the procedure for financial incentives for teachers and other categories of employees of higher education institutions of the Republic" In accordance with the Regulation "On the procedure for financial incentives for employees of extra-budgetary funds", the Regulation "On the Special Fund for Material Incentives for Employees of Budget Institutions and Organizations", registered by the Ministry of Justice of the Republic of Uzbekistan on September 20, 1995 No 177.

- 10% of the salary of toilet cleaners for the use of disinfectants in the course of work.

**44.** Additional remuneration may be paid to the work of highly qualified employees, managers, specialists involved in the training and retraining of employees, their professional development (with or without dismissal from the main job).

**45.** According to the instructions of the rector of the institute, the employee is dismissed from his main job in order to perform tasks in the interests of the employer and the staff (training, business trips, duty, classes and other activities). the average wage is maintained. If these activities are held outside of work, the employee is given additional time off in proportion to the time spent.

**46.** In order to apply progressive forms of labor organization, improve the quality of work, strengthen the material interests of the team and individual employees in improving professional skills, the rector of the institute in consultation with the trade union committee may establish bonuses in the following order:

- In accordance with the Regulation of the Cabinet of Ministers of the Republic of Uzbekistan dated December 24, 2019 No 1030 "On the procedure for additional payment to employees with academic degrees engaged in scientific, scientific-pedagogical and labor activities in state organizations in science and education";

- The amount of bonuses for other employees is determined by the employer on the basis of the proposal of the commission on the establishment, revision, termination of bonuses for faculty and staff, depending on the contribution of each employee to improve the quality of work performed. All overtime benefits assigned to employees that adversely affect work efficiency will be abolished or reduced.

**47.** The composition of the commission on the appointment, revision, abolition of overtime pay for professors and teachers is approved by the decision of the Academic Council of the institute. Information about these employees will be made public.

**48.** Taking into account the requirements set by government decisions and the large amount of workload for individual employees, monthly bonuses are set by the employer ( **Appendix 10** ).



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### VI. LABOR DISCIPLINE

**49.** The parties control the performance of labor duties by employees, employment contracts, regulations on structural units, job descriptions, the Charter of the Institute and the Rules of Internal Labor ( **Appendix 3** ) and the Code of Ethics.

**50.** Employer and Trade Union Committee, employees:

- nomination for industry and state awards for efficiency, achievements;
- congratulations on anniversaries;
- Rewarding with cash prizes or valuable gifts;
- Announcement of thanks;
- Encourages the provision of vouchers to sanatoriums and rest homes of the Republic of Uzbekistan.

**51.** The trade union committee promotes the observance of internal labor regulations, labor discipline, timely and quality performance of labor duties.

**52.** The employer has the right to apply the following disciplinary measures to an employee for violation of labor discipline:

- 1) sorry;
- 2) a fine in the amount not exceeding fifty percent of the average monthly salary. Withholding of an employee's fine shall be subject to the requirements of Article 164 of the Labor Code ;
- 3) termination of the employment contract .

The application of disciplinary measures not provided for in this paragraph is prohibited. No incentive measures shall be applied to the employee during the term of the disciplinary sanction .

### VII. MATERIAL LIABILITY OF THE PARTIES TO THE EMPLOYMENT AGREEMENT

**53.** The employer pays a lump sum in the following cases:

a) in connection with the death of an employee in connection with the performance of work duties in the amount not less than the average of six years of work (according to Article 194 of the Labor Code of the Republic of Uzbekistan);

b) in the amount of his annual salary due to damage to the health of the employee in connection with the performance of work duties, for employees with five or more dependents - in the amount of 1.5 times the annual salary .

**54.** Damage caused to an employer by an employee shall be recovered in full from the employee's work if the damage is caused by the employee's misconduct.

The employer has the right to partially or completely refuse to recover damages from the guilty employee, taking into account the specific circumstances at the time of the injury. In this case, the damage is covered by the profits of the institution .

**55.** Employees who deal directly with cash or tangible assets shall be fully financially responsible for the safekeeping of the tangible assets entrusted to them on the basis of a special written contract. The list of employees to whom a full liability agreement must be concluded is approved by **Annex 4** .





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### VIII. LABOR PROTECTION

**56.** The parties agreed to take measures to improve working conditions, labor protection and safety at workplaces in accordance with the annual agreement on labor protection.

It will allocate 10 million soums from the organization's budget for labor protection by 2021, including:

- 3 million for special clothing, special footwear and other personal protective equipment . sum;
- milk (other equivalent food products), treatment-and-prophylactic food, carbonated salt water (for workers in hot shops) 3 mln. sum;

- 6 million soums for hygiene products (disinfectants and cleaning products, medicines) ;

The amount of all planned and agreed funds will be increased in proportion to the increase in the minimum wage during the term of the collective agreement.

#### Obligations of the employer

**57.** Inclusion of funds on labor protection in the cost estimate of the Institute and ensuring the use of these funds during the calendar year in the following areas:

- agreement on labor protection ( **Annex 5**, the agreement on labor protection is concluded in accordance with the "Recommendations on planning of labor protection measures", approved by the Council of the Federation of Trade Unions of Uzbekistan on April 4 , 2017 No. 6-44 "c"), working conditions improvement, prevention of industrial accidents and occupational diseases;

- for the purchase of special clothing, special footwear and other personal protective equipment ( **Appendix 6** );

- for the purchase of milk or other food products equivalent to it;

- undertakes to allocate for hygiene products (detergents or soap) by shop (department), plot and production . It is prohibited to use the funds allocated for these activities for other purposes.

**58.** Supervision of strict and strict compliance with occupational safety standards is entrusted to the occupational safety service of the institution or one of the managers. In accordance with the requirements of Article 12 of the Law of the Republic of Uzbekistan "On labor protection" (new edition), labor protection service or the position of a specialist with appropriate training in labor protection is introduced. An organization with 50 or more vehicles will also have a traffic safety service or a road safety specialist position.

**59.** The situation with occupational injuries and diseases in the past year will be analyzed by February 1, the implementation of the plan to improve occupational safety and health measures (if there is an accident at the Institute ).

**60.** Organizes a labor protection corner and purchases propaganda materials, posters and other equipment.

**61.** All activities related to the preparation of the institute for the winter season are carried out annually from August 25 to October 1.

**62.** Ensures uninterrupted operation of sanitary facilities and their maintenance in proper condition.

**63.** Insures employees against accidents at work and occupational diseases in accordance with the requirements of the "Rules of compulsory insurance of civil liability of the employer", approved by the Cabinet of Ministers of the Republic of Uzbekistan dated June 24, 2009 No 177 .

**64.** The Republic of Uzbekistan inspects workplaces at least once every five years on the basis of the methodology for assessing working conditions and certification of workplaces approved by the Ministry of Employment and Labor Relations and the Ministry of Health of the Republic of Uzbekistan.

**65.** According to Article 217 of the Labor Code, employees engaged in work entitled to free provision of special clothing, footwear and other personal protective equipment shall be provided with special clothing and other personal protective equipment in accordance with the list ( **Annex 11** ).





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66. According to Article 214 of the Labor Code, the first and subsequent periodic medical examinations of employees specified in it, in accordance with the order of the Ministry of Health No. 200 of July 10, 2012, provide for the organization of employees at no cost in accordance with **Annex 7**.
67. In accordance with the requirements of the Standard Regulations on training and testing of knowledge on labor protection (registered in the Ministry of Justice of the Republic of Uzbekistan on August 14, 1996 No. 272), trains employees on labor protection and organizes testing of knowledge.
68. Organizes the training of elected representatives of labor protection with the participation of the trade union committee within one month after the election in accordance with the Regulation "On the Occupational Safety and Health Representative" registered in the Ministry of Justice of the Republic of Uzbekistan on December 18, 1995 No. 196.
69. Supervises the development of existing guidelines for occupations and types of work at the Institute (Regulation "On the development of guidelines for labor protection", registered in the Ministry of Justice of the Republic of Uzbekistan on January 7, 2000 No 870).
70. The Institute organizes the Fund for Labor Protection (Regulations approved by the Cabinet of Ministers of the Republic of Uzbekistan dated November 12, 2008 No 245).

### Duties of the Trade Union Committee

71. Approves the composition of the commission on labor protection of the trade union committee, conducts training of trade union activists.
72. Establishes ongoing monitoring of how employees comply with occupational safety requirements with the help of occupational safety representatives and members of the occupational safety and health commission.
73. Controls the integrity, suitability for work and mandatory use of special clothing and personal protective equipment provided to employees.
74. Supervises the organization of labor protection in accordance with the requirements of the Law of the Republic of Uzbekistan "On labor protection".
75. The Department of Occupational Safety and Health of this Agreement collects proposals for draft agreements on labor protection and organizes their discussion at meetings of labor collectives.
76. Pursuant to Article 214 of the Labor Code, it supervises the initial and subsequent periodic medical examinations of employees referred to in it, in accordance with the order of the Ministry of Health No. 200 of 10 July 2012, and the organization of employees at no cost.
77. Participates in the meetings of the Medical-Labor Expert Commission (TMEK) in the investigation of accidents at work and occupational diseases, or invites senior officials of higher trade union organizations to participate.
78. Makes proposals to the employer on the suspension of work in cases of danger to the life and health of employees, as well as the elimination of violations of labor protection requirements.

### In cooperation with the trade union committee of the employer:

79. Participate in any state examination of the employer's trade union committee to determine whether the new technology and equipment meets the requirements of labor protection, conduct their own independent examination to determine the impact of working conditions on employee health and involve other specialized organizations or relevant specialists recognizes the right.
80. The parties agree that, in accordance with applicable law, the employer shall provide the following to the victim or persons entitled to compensation:

February 11, 2005, the Cabinet of Ministers of the Republic of Uzbekistan No. 60, approved by the employees to complete their work related injuries, occupational diseases or any other type of health damage due to timely payment of damages specified in the rules to pay damages to pay, as well as the body, undertakes to cover expenses in the manner and amount established by the legislation;

- pays up to 100% of the average monthly salary in case of injury or temporary incapacity for work due to occupational diseases;



## COMMUNITY AGREEMENT

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- if the victim is unable to perform his / her previous work in accordance with the conclusion of the medical-labor expert commission (TMEK) or the Medical Advisory Board (TMH), the employer undertakes to train him in another new profession with the consent of the victim;

- During the study, the victim is paid the average monthly salary at the previous place of work and bears all the costs associated with the study.

Financing of the measures specified in the above points is carried out by the employer in the financial institutions, including them in the cost estimates for the next year.





## COMMUNITY AGREEMENT

### IX. SOCIAL INSURANCE. SOCIAL BENEFITS AND GUARANTEES

**81.** The Parties undertake to develop and ensure strict implementation of measures for the implementation of state social programs adopted annually on the initiative of the President of the Republic of Uzbekistan.

**82.** The parties undertake to comply with the guarantees and benefits provided for in the following articles of the Labor Code of the Republic of Uzbekistan:

a) for participants of the war of 1941-1945 and persons equated to them in terms of privileges (Articles 103, 144, 150);

b) for participants in the disaster response work at nuclear facilities and persons equated to them (Article 103);

c) for persons with disabilities of groups I and II (Articles 68, 135, 143, 144, 150, 214, 220).

**83.** The employer undertakes to pay the following amounts of temporary disability benefits:

- World War II veterans, international fighters and their equivalents, employees with three or more children under the age of 16, employees involved in the aftermath of the Chernobyl disaster, employees evacuated and evacuated from the radioactive contamination zone as a result of the Chernobyl accident (if they have hematopoietic organs (acute leukemia), thyroid disease (adenomas, cancer) and cancer-causing tumors), disabled employees of retirement age who have served in the military at nuclear test sites and other radiation-nuclear facilities, women with three or more children, as well as to employees temporarily disabled due to disability or occupational disease - in full;

- for employees registered on socially significant diseases, depending on the period of their payment of state social insurance contributions (total length of service) - from 60 to 100 percent of salary;

- in other cases, depending on the total length of service of the employee - from 60 to 80 percent of salary.

**84.** The employer undertakes to pay pensions to working pensioners for the previous month in full at the same time as the salary for the second half of the month. According to the Decree No. PF-5597 "On measures").

**85.** The employer undertakes to provide one-time financial assistance to employees in case of emergency on the basis of the approved Regulations (**Appendix 8**).

**86.** Students are obliged to allocate funds and necessary items for the improvement of social and living conditions in the dormitories, to carry out cultural and public, spiritual and educational work among the residents.

**87.** The employer undertakes to vaccinate employees against diseases at risk of an epidemic at least once a school year, based on internal financial resources.

**88.** Trade Union Committee:

- Carrying out public control and monitoring of compliance with the requirements of the legislation on labor and labor protection, the creation of social and living conditions, the organization of hot meals during public charitable hashars ;

- undertakes to provide material and moral incentives to employees involved in public charity hashars .

**89. For the purposes of this Agreement:**

a) families raising 4 minors - families with many children;

b) low-income families are determined in the manner prescribed by law.



## COMMUNITY AGREEMENT

### X. CULTURAL AND EDUCATIONAL, PHYSICAL EDUCATION, HEALTH AND SPORTS ACTIVITIES

#### **The parties for the improvement of cultural and educational work:**

90. Creating a room "Spirituality and Enlightenment" and equipping it on the basis of recommendations of the Council of the Federation of Trade Unions of Uzbekistan and the Republican Center for Spirituality and Propaganda. literature and posters, stands and technical aids.

91. They organize meaningful and interesting meetings on various topics with the involvement of well-known figures of science, literature and art, literary critics, industrial progress among workers and young people in the implementation of state programs.

"Reader" corners are organized, and every academic year they hold a competition for the "Best Reader". The order and time of the competition is determined by the order of the rector of the institute.

92. Further development of the library, houses of culture and palaces at the expense of the institute, their maintenance, strengthening the material and technical base, carrying out current and capital repairs, upgrading equipment, replenishment of libraries with new literature, involvement of public organizations and foundations, hold events to develop their spiritual and enlightenment worldview.

93. The Institute regularly conducts "Spirituality Hours" to explain to teachers, staff and students the priorities of public policy, the essence of large-scale reforms, the importance of the adopted legislation and state programs.

94. In accordance with the Law of the Republic of Uzbekistan "On Physical Culture and Sports", in order to promote a healthy lifestyle among employees and their families, the parties:

- create material and other conditions for physical culture and sports, and introduce industrial gymnastics in the workforce;
- Involvement of workers and their families in mass sports, various sports sections, clubs, as well as competitions in spartakiads and sports with the involvement of public organizations and foundations;
- the balance of the activities of sports facilities, stadiums and grounds of the Institute of the institute funds for further development, strengthening the material-technical base, overhaul and repair, sports equipment and inventory will be updated.





## COMMUNITY AGREEMENT

### XI. REGULATION OF WOMEN'S LABOR.

#### ADDITIONAL BENEFITS AND GUARANTEES FOR WOMEN AND FAMILY PERSONS

**95.** The Parties undertake to ensure compliance with the following guarantees and benefits provided by the labor legislation of the Republic of Uzbekistan:

- a) for pregnant women (Articles 78, 84, 224, 237, 228, 229, 143, 231, 233);
- b) for women with children under the age of two (Articles 143, 227, 234, 236);
- c) for women with children under the age of three (Articles 78, 84, 150, 224, 228, 228<sup>I</sup>, 234, 237);
- (g) For women with two or more children under the age of twelve or a disabled child under the age of sixteen (Articles 150, 232);
- d) for one of the parents (guardian, trustee) raising a disabled child under the age of sixteen (Article 230);
- e) for women with a child under the age of fourteen or a disabled child under the age of sixteen (Articles 68, 144, 228, 229);
- j) for persons raising orphans (Articles 235, 238).

**96.** The Parties shall ensure strict observance of the following Conventions of the International Labor Organization ratified by the Republic of Uzbekistan:

- Convention No. 29 on Forced or Forced Labor;
- Convention No. 100 on Equal Remuneration of Men and Women for Equal Labor;
- Convention No. 103 on the Protection of Motherhood;
- Convention No. 111 on Discrimination in Labor and Employment.

#### **Obligations of the employer :**

- 97.** When the Institute (system unit) is reopened after reconstruction, preference will be given to women who have been retrained for employment and previously worked at the Institute .
- 98.** According to the medical report, pregnant women are allocated jobs that are free from the effects of lighter or uncomfortable production factors.
- 99.** In order for pregnant women to undergo a medical examination, they shall be dismissed with the maintenance of their average salary, if it is not possible to conduct this examination during non-working hours.
- 100.** In addition to those provided for in the norm, personal hygiene rooms, wellness complexes and rest rooms for women will be introduced.
- 101.** Women with children under the age of two are given a 30-minute break every three hours to feed the baby, and women with more than two children under the age of 2 are given a break of 1 hour every three hours. Breaks for feeding the child are added to the working hours and the average wage is paid. At the discretion of the employee, the time of breaks allocated for feeding the child may be added to the time set for rest and meals, or generalized, and may be transferred to the beginning or end of the working day. (According to Article 236 of the Labor Code of the Republic of Uzbekistan).
- 102.** The trade union committee undertakes to assist in improving the working conditions of women, closely assisting the employer in the implementation of the social program of the Institute for Women's Labor and Health.
- 103.** The Parties undertake to ensure compliance with the following guarantees and benefits provided by the Law of the Republic of Uzbekistan "On guarantees of equal rights and opportunities for women and men":

- to entrust the authorized person of the organization and its subdivisions with the obligation to ensure equal rights and opportunities for women and men;
- creation of equal rights and opportunities for women and men in employment and promotion;



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- Elimination of inequality in the payment of women's and men's labor.





## COMMUNITY AGREEMENT

### XII. ADDITIONAL BENEFITS AND GUARANTEES FOR YOUNG PEOPLE

**104.** In order to further increase the effectiveness of the participation of young professionals in the work and development of the Institute and to find a solution to the problem of social protection of young people, the parties:

- comprehensive assistance to young employees;
- Adherence to the minimum age for employment and prohibition of severe forms of child labor in accordance with ILO Conventions 138, 182;
- Establishment of a council of young professionals, holding competitions on professional skills among young workers and professionals;

**105.** In accordance with the legislation and for the purposes of this agreement:

- a) employees under the age of 30 are considered young;
- b) young professionals are employees who have graduated from a higher or secondary special, vocational education institution, started working within 3 years in the specialty received after graduation and not more than 3 years of work in the specialty specified in the education certificate ;
- c) a family in which both spouses are under 30 years of age or a single father or single mother under 30 years of age raising a child (children), including a divorced, widowed male (widow) young family.

**106.** The parties undertake to ensure compliance with the following guarantees and benefits provided by the Labor Code of the Republic of Uzbekistan:

- a) for employees under the age of 18 ( Articles 135, 143, 144, 202, 203, 214, 239, 240, 241, 242, 243, 244, 245, 246, 247 <sup>1</sup> );
- b) for employees who are trained inseparably from production (Articles 103, 143, 144, 249, 250, 254, 255, 256, 257, 258);
- c) for graduates of educational institutions (Articles 68, 103).

#### **Obligations of the employer :**

- a) granting additional benefits to persons under the age of eighteen in the field of labor protection, working hours, holidays and other working conditions;
- (b) Employees who study in educational institutions in isolation from production and carry out the curriculum shall be granted annual leave at a time convenient to them. Persons under the age of 18 are also entitled to annual leave of absence at their discretion no later than six months for the first year of employment.
- c) payment of a part of the contract money to students of higher educational institutions for the purpose of preparation of the necessary personnel for institute;
- g) providing interest-free loans to young employees for the purchase of durable goods and housing construction, as well as the payment for services in the mobilization reserve;

**107.** In order to educate young people in the spirit of the idea of national independence, to protect them from the influence of various foreign religious extremist movements, harmful habits, in cooperation with government and law enforcement agencies, public organizations and foundations in the country organized roundtables, meetings on ethical and educational issues is done.

**108.** Employment of the Republic of Uzbekistan on the improvement of training and living conditions, recreation, physical culture and sports, as well as the organization of spiritual and educational work, socio-economic protection of low-income, orphans, disabled, sick, students living in dormitories and rented accommodation and cooperates on the basis of social partnership with labor relations and its regional departments, the Youth Union, Women, Neighborhood Citizens' Assemblies and other non-governmental non-profit organizations.



## COMMUNITY AGREEMENT

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**109.** Students in low-income housing, orphans, orphans and students in need of social protection are provided with free accommodation on the basis of the decision of the trade union committee.

**110.** The safety of students living in student dormitories is ensured. Activities of students' dormitory activists (student council, floor supervisors, cleaning commission) will be organized.

**111.** Sanitary and living conditions are created in the dormitories at the required level. Bathrooms, dining rooms, a reading room, a spirituality and enlightenment room, libraries will be equipped, a TV set for cultural recreation and sports equipment for sports events will be purchased at the expense of the farm.

### **Duties of the Trade Union Committee :**

a) use the existing legal and regulatory framework to further improve the protection of social rights and guarantees of young workers;

b) the involvement of young people in the activities of trade unions, the systematic moral (honorifics, letters of appreciation, the publication of encouraging articles about them in newspapers) and financial incentives for young people active in public life;

**112.** In accordance with Article 84 of the Labor Code of the Republic of Uzbekistan, to ensure that the first test is not set when hiring graduates of secondary special, vocational education institutions and universities for the first time within three years from the date of graduation.

**113.** Ensuring that employment contracts are concluded with hired employees and that they are familiarized with collective agreements.





## COMMUNITY AGREEMENT

### XIII. RESOLUTION OF LABOR DISPUTES

**114.** The Contracting Parties, recognizing the principles of social partnership, undertake to take measures to prevent any disputes arising in the performance of the collective agreement. Disputes are resolved on the basis of the laws and regulations of the Republic of Uzbekistan.

**115.** If any faculty member or employee is unable to resolve the dispute independently or in direct negotiations with the employer in the presence of a trade union committee, the labor dispute is considered by the Labor Disputes Commission. Individual labor disputes and conflicts are considered by the Labor Disputes Commission, which is formed on an equal footing by the employer and the trade union committee.

**116.** The Labor Disputes Commission is regulated by the legislation and approved by the Council of the Federation of Trade Unions of Uzbekistan, the Chamber of Commerce and Industry of the Republic of Uzbekistan (12.01.2015 , 20-66 , 15.01.2015 , 01-SP), Employment and Labor Relations in accordance with the agreed recommendations ( **Annex 9** ).

**117.** An employee who believes that his rights have been violated has the right to apply to the employer in writing or orally, independently or in the presence of a trade union committee. The employee's application must be duly registered in the office and considered in the manner prescribed by the laws and regulations of the Republic of Uzbekistan.

**118.** Labor disputes concerning communities shall be resolved in accordance with the legislation of the Republic of Uzbekistan.



## COMMUNITY AGREEMENT

### XIV. SOCIAL PARTNERSHIP. TRADE UNION COMPLIANCE WITH THE GUARANTEES OF ITS ACTIVITY

**119.** The **trade union committee**, regardless of whether it is registered as a legal entity or not, has a priority right to conduct collective negotiations with the **employer** and conclude a collective agreement, exercise public control over its implementation ( *Law of the Republic of Uzbekistan "On Trade Unions"* ).

**120. Employer:**

- Observes the rights of the trade union in accordance with the current legislation of the Republic of Uzbekistan, as well as international treaties ratified by the Republic of Uzbekistan and the conventions of the International Labor Organization, fully assists its activities;
- **Institution**, as the sole representative body of workers, **trade union** recognition.

**121. The Trade Union Committee** has the right to exercise public control over the compliance of the **employer** with the normative and legal acts related to the socio-economic rights and interests of employees, as well as technical regulations, as well as compliance with the requirements of this **Agreement** . The **employer** shall consider the proposals on elimination of violations of the legislation within a week and inform the **Trade Union Committee** on the results of the review . ( *Articles 34 and 46 of the Law of the Republic of Uzbekistan "On Trade Unions"* ).

**122. Employer:**

- on the basis of written applications of employees, trade union membership fees in the amount of at least 1% are deducted through the accounting of the **Institution** and transferred to the account of the trade union committee in a timely manner and in full, with mandatory payments to budgetary and extra-budgetary funds;
- guarantees that disciplinary action will be taken against the guilty official if the membership fees are not paid for more than one month.

**123.** According to the "Instruction on the procedure for debiting funds from the bank accounts of business entities" registered in the Ministry of Justice of the Republic of Uzbekistan on March 15, 2012 No 2342, in case of insufficient funds on the account of the **Institution** will be included in the list of funds.

**124. Employer :**

- a) prior consultation with the **Trade Union Committee** before making decisions on socio-economic issues not covered by the collective agreement ;
- (b) Provide information to the **trade union committee** on matters relating to labor and socio-economic development, as required;
- c) undertakes to provide the **trade union committee with** rooms, office equipment, means of communication, stationery free of charge for the implementation of the activities specified in the Charter.

**125. Trade Union Committee:**

- a) Facilitate the implementation of social and economic development programs of the **institution** , support and development of employee initiative and creativity in this regard;
- b) control over the correctness of the payment of wages, the payment of additional payments under the collective agreement, as well as the implementation of measures to improve the conditions of labor protection and safety;
- c) monitoring the implementation of labor laws, promoting the legal literacy of employees;
- d) protection of the right to work of trade union members;



## COMMUNITY AGREEMENT

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d) require the employer to take appropriate measures to ensure the timely elimination of existing deficiencies in the workplace and to bring the workplace in accordance with the requirements of the rules of labor protection, safety and industrial sanitation;

e) providing employees' applications for rest and rehabilitation of employees and their families with referrals to appropriate health facilities in accordance with the standards approved by the Council of the Federation of Trade Unions of Uzbekistan;

j) organization and implementation of public control over the working and living conditions in the institution;

h) explanatory and organizational work aimed at strengthening labor and production discipline among trade union members, preventing situations that lead to conflicts in the labor community and ensuring a stable moral environment;

i) the establishment of incentive prizes and awards for the winners of various competitions, sports competitions ;

k) undertakes to provide subscriptions to the newspapers of the Federation of Trade Unions of Uzbekistan "Ishonch", "Ishonch-Doverie".

**126.** In accordance with the Law of the Republic of Uzbekistan "On Trade Unions", the **employer** shall transfer the previous job (position) to employees dismissed from production due to their election to elected positions in trade union bodies, and in the absence of such work (position) or with the consent of the employee undertakes to assign another job (position) in another Institution equal to the previous one.

**127. Representatives of workers who have** not been released from their main job in production shall be given at least 30% of their weekly working hours to perform public duties in the interests of the labor community, as well as time for short-term training in the trade union direction.

**128.** The application of disciplinary measures to **employees who have** not been released from their main job , the termination of their employment contracts at the initiative of the **employer** are covered by the Labor Code of the Republic of Uzbekistan, the Law of the Republic of Uzbekistan "On Trade Unions" and the International Labor Organization. in accordance with the limitations provided for in Convention No. 135 "

**The institution** strictly adheres to the requirements of ILO Convention No. 87 on Freedom of Association and Protection of the Right to Organize.



## COMMUNITY AGREEMENT

### XV. MONITORING THE EXECUTION OF THE COMMUNITY AGREEMENT

**129.** The commission involved in the preparation of the draft contract is also the commission that checks the implementation of the contract after its entry into force.

**130.** Once a year, the parties undertake to conduct an inspection of the implementation of this agreement and discuss the results of the inspection at a general meeting of the working group.

**131.** In the event that the employer decides to violate the terms of this Agreement, the Trade Union Committee has the right to submit a petition to eliminate these violations, which will be considered within a week. In the event that the employer refuses to meet these requirements of the Trade Union Committee or no agreement is reached between them within the specified period, the disputes shall be considered in accordance with the legislation on the settlement of labor disputes concerning communities.

**132.** Officials guilty of violation or non-fulfillment of obligations under a collective bargaining agreement shall be held liable in accordance with the legislation of the Republic of Uzbekistan and in the manner prescribed by this agreement.

**133.** The parties acknowledge that their interests reflected in this contract can be realized only if they unconditionally fulfill all the terms and obligations of the contract.

**134.** Employees can get acquainted with the text of the agreement and its annexes in the personnel department of the Institute, the department of labor protection, accounting and trade union committee.

**135.** Amendments and additions made during the period of validity or extension of the term of the Agreement shall be formalized by separate documents in the form of an additional agreement and shall be an integral part of this Agreement.

**136.** The annexes to the collective agreement are an integral part of it.





## COMMUNITY AGREEMENT

### XVI. VIOLATION OF COMMUNITY AGREEMENT OBLIGATIONS OR RESPONSIBILITY FOR NOT FULFILLING THEM

**137.** Officials guilty of violation or non-fulfillment of obligations under a collective bargaining agreement shall be held liable in accordance with the legislation of the Republic of Uzbekistan and in the manner prescribed by this agreement.

#### LIST OF COLLECTIVE AGREEMENT

1. Basic and additional days off for employees of the Institute .
2. Regulations on the procedure for rewarding, setting bonuses and financial incentives for professors and other categories of employees of the Institute at the expense of budgetary and extra-budgetary funds.
3. Internal Labor Procedure Rules.
4. List of employees to whom a full liability agreement is made.
5. Agreement on labor protection between the administration of the institute and the trade union committee.
6. A list of occupations and positions in the work that entitle you to free access to special clothing, footwear and other personal protective equipment.
7. A list of occupations and positions in which initial and subsequent periodic medical examinations are arranged.
8. Regulations on financial assistance
9. Recommendations on the organization of individual labor dispute commissions.
10. List of positions for which a permanent salary increase is determined.

**Appendix 1 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of "\_\_\_" \_\_\_\_\_ 2021

#### Basic and additional days off for employees of the Institute

No	Positions categories	Basic vacation periods	Additional vacation periods	Total vacation periods
1	Administrative staff	15	9	24
2	Training and support staff	15	9	24
3	Technical staff	15	3	18
4	Service staff	15	3	18
5	Professors and teachers	48	0	48
6	Chairman of the Trade Union Committee (if fired from his main job)	15	9	24

*Note:*



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1. *Positions in accordance with the nomenclature of the Ministry of Finance of the Republic of Uzbekistan "On approval of regulations on the regulation of the number of employees and the approval of expenditures for management", registered by the Ministry of Justice of the Republic of Uzbekistan on December 9, 2003 No 1288 determined .*





## COMMUNITY AGREEMENT

**Appendix 2 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of \_\_\_\_\_, 2021

### **About the order of rewarding, appointment of bonuses and financial incentives at the expense of the budget and extra-budgetary means of teachers and other categories of employees of institute of institute Regulation**

#### **I. General Rules**

**1.1.** This Regulation "On the procedure for rewarding, setting bonuses and financial incentives for teachers and other categories of employees of the Institute at the expense of budgetary and extra-budgetary funds" (hereinafter - the Regulation) Labor Code of the Republic of Uzbekistan Resolution No. 341 "On improving the activities of the Ministry of Higher and Secondary Special Education of the Republic of Kazakhstan" and Resolution No. 517 of August 26, 2020 "On approval of the Regulation on the procedure for financial incentives for teachers and other categories of employees of higher education institutions" , Developed on the basis of the Regulation "On the Special Fund for Financial Incentives for Employees of Budget Institutions and Organizations", registered by the Ministry of Justice of the Republic of Uzbekistan on September 20, 1995, No. 177-I, applies to all faculty and other categories of staff holding positions on a state basis.

**1.2.** Rewarding and financial incentives for faculty and staff of the Institute are aimed at the timely and quality implementation of the tasks set out in the job description of faculty and staff, aimed at strengthening their financial interests.

**1.3.** Rewards and financial incentives are provided by the administration of the Institute in a healthy competitive environment, on the basis of transparent and fair evaluation, depending on how the faculty and staff perform their duties and employment contract obligations.

#### **II. Rewards, overtime pay and types and amounts of material incentives**

**2.1.** This Regulation provides incentives for professors and other categories of employees in the form of cash bonuses and monthly bonuses to the basic salary set by the administration of the Institute.

**2.2.** The bonus is set by the employer on the basis of the work of professors and other categories of employees, based on the proposal of the standing commission on the establishment, revision, abolition of bonuses for professors and other categories of employees, as a rule, not more than 50% of salary . The composition of the standing committee is approved by the decision of the Academic Council of the Institute.

**2.3.** The following are the main criteria for determining the amount of overtime:

- Significant achievements in the organization of the educational process, their renewal on the basis of world educational standards, achievements in the field of scientific development;
- high pedagogical skills, level, introduction of new pedagogical technologies in the educational process, ability to conduct training in foreign languages, ensuring the quality and effectiveness of educational and methodological work;
- Development and publication of new generation textbooks and manuals;
- activity in propaganda work;
- Contribution to the improvement of academic discipline and attendance;
- Active participation in the preparation and discussion of new draft regulations;
- Publishing articles and monographs that make a worthy contribution to the development of science; publication of scientific articles in developed countries;
- participation in various competitions, international and national conferences, science Olympiads, sports competitions, ensuring the participation of talented students of the Institute;



## COMMUNITY AGREEMENT

- Active participation in socio-political and public events of various scales in the interests of the Republic of Uzbekistan;
- Contribute to the increase of extra-budgetary funds by equipping classrooms, laboratories, classrooms with modern teaching aids;
- implementation of savings within the annual cost estimates;
- high achievements in work;
- complexity of the work performed;
- high professional skills;
- Many years of continuous work at the institute;
- perform other duties in addition to their service duties and other similar criteria.

For certain categories of employees, depending on their professional position, long years of work experience and the complexity of the work performed, as well as in accordance with applicable law, a salary increase of more than 50 percent may be established.

**2.4.** One-time awarding of professors and staff is carried out on the occasion of state or professional holidays, important dates or anniversaries, as well as their significant achievements.

### **III. Setting bonuses, bonuses and other surcharges, issuance and approval procedure**

**3.1.** The overtime pay for professors and staff of the institute is paid by the deans of the faculties and heads of departments on the basis of the order issued by the rector on the basis of substantiated information provided to the current commission for overtime pay.

**3.2.** Professors and staff of the Institute are not overpaid in the following cases:

- to those who are unable to work in the month in which the overtime pay is paid;
- those who have received a disciplinary sanction for misconduct during the entire disciplinary sanction;
- those who did not perform the duties specified in the employment contract or job description at the required level;
- violators of labor protection and safety requirements;
- violators of the rules of executive discipline.

**3.3.** Awards to professors and staff of the Institute are carried out in accordance with the order issued by the Rector on the basis of a reasoned notification of the officials directly supervising them.

### **IV. Incentive sources**

**4.1.** Payment of bonuses, surcharges and surcharges is made at the expense of the budget and extra-budgetary funds of the Material Incentive Fund provided for in the approved cost estimates of the Institute for the current year. The Material Incentive Fund is established by the Ministry of Justice of the Republic of Uzbekistan on September 20, 1995 No. 177 in accordance with the Regulation "On the Special Fund for Financial Incentives for Employees of Budget Institutions and Organizations" in the amount of 15% of the Institute's salary fund.

**4.2.** Extra-budgetary financial incentives are paid by the Fund to professors and teachers in the amounts approved by the Cabinet of Ministers of the Republic of Uzbekistan on July 5, 1996 No. 236, and to other categories of employees in the amounts agreed by the rector with the trade union committee.

**Appendix 3 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of "\_\_\_" \_\_\_\_\_ 2021





## COMMUNITY AGREEMENT

### Andijan machine-building institute internal work schedule RULES

#### I. GENERAL RULES

**1.1** Internal labor regulations (hereinafter referred to as the "Rules") Law of the Republic of Uzbekistan "On Education", National Training Program, Labor Code, decrees, resolutions and orders of the President of the Republic of Uzbekistan, resolutions, orders of the Cabinet of Ministers Developed in accordance with the normative legal acts of the Ministry of Higher and Secondary Special Education , as well as the "Standard rules of internal labor of enterprises, institutes, organizations", registered by the Ministry of Justice of the Republic of Uzbekistan on 17.06.1999 No 746 It is a document that determines the procedure for concluding, amending and terminating a labor contract, the obligations of the parties to a labor contract, the provision of labor discipline, the use of working time and rest.

**1.2** These rules apply to the rector of the Andijan machine-building institute (hereinafter - the Employer) and all individuals working at the Institute on the basis of an employment contract (hereinafter - the Employee).

These Rules also apply to students, listeners (hereinafter referred to as learners): the organization of the educational process, their admission, transfer to another field of study, reinstatement and expulsion from study , use of maternity leave, parental leave. , is the main normative document regulating labor and educational discipline, other legal relations between the employer and the employee and students .

**1.3** Adherence to the rules is mandatory for employers, employees and students, non-compliance with which serves as a basis for liability in the manner prescribed by law .

**1.4** During the period of temporary absence of the employer (rector of the institute) (vacation, business trip, sick leave, etc.) his powers may be delegated to the vice-rector of the institute by the relevant order of the rector of the institute.

#### **1.5 Obligations of the employer:**

- Organization of the implementation of the laws of the Republic of Uzbekistan, decrees of the President, resolutions of the Oliy Majlis and the Cabinet of Ministers in the field of education and upbringing of the younger generation;

- Ensuring compliance with state educational standards in the gradual implementation of the National Training Program ;

- The organization of labor, training of students, improving the quality of education and increasing labor productivity, as well as the creation of conditions provided by law and other regulations, employment contracts, contracts for training on a fee-for-service basis;

- Ensuring timely and full payment to the employee in accordance with the terms of remuneration for the work performed, as well as the timely payment of scholarships to students;

- Ensuring labor, executive and educational discipline, labor protection conditions;

- Ensuring the right of employees to rest in accordance with the law, collective bargaining and employment contracts, the payment of guarantees and compensation;

- Compensation of the employee for the damage caused in connection with the performance of labor duties;

- Observance of the rights of the competent authorities of employees and students, assistance in their activities, negotiations on labor, education and socio-economic issues;

- Concluding collective agreements in accordance with the Labor Code;

- Organization of educational work, labor and educational culture and discipline, improving the quality of education, improving the professional skills of employees;

- Carrying out professional training, other vocational training, advanced training for employees;

- Ensuring the exercise of the right to work by an employee with a disability in accordance with the legislation ;

Labor team of financial and technical resources and financial resources in a timely manner about the financial status of the Institute, go to work to ensure the team regularly inform the public;

- B- tree staff working holiday in the prescribed manner;



## COMMUNITY AGREEMENT

- Cooperation of the staff and students of the Institute with trade unions, timely consideration of mutual proposals and requirements;
- Ensuring impartial consideration of written and oral appeals of citizens in the prescribed manner and time;
- Insure the employee's civil liability for compensation for damage to his life or health in connection with the performance of his duties in the event of disability, occupational disease or other damage to health in accordance with the conditions and in the manner prescribed by law;

### **1.6 Responsibilities of the employee:**

- Conscientious performance of official duties;
- Observance of labor discipline, timely and quality execution of legal orders and instructions of the employer;
- Labor protection, safety and production, compliance with sanitary and hygienic rules;
- Protection of the property of the Institute;
- Adhere to the dress code of the employee during work, pay attention to his behavior and do not leave the workplace without a reason;
- Participation in targeted nationwide charity hashars on the eve of national holidays in our country;
- Be polite to members of the workforce, students and others who interact with them in the work process;
- Promoting the improvement of the efficiency and quality of education, increasing labor productivity, targeted economy of available resources, the use of best practices of their colleagues;
- Observe the rules set during the lesson, do not allow candy, follow the dress code;
- Not to damage the reputation of the institute, not to commit actions that discredit the title of teacher.
- Failure to cover information in the media, social networks, which negatively affects the reputation and honor of the institute.

### **1.7 Responsibilities of the student:**

- Participation in public events at the institute and faculty;
- Selfless acquisition of knowledge, formation and improvement of their professional potential in order to become a highly educated and highly spiritual specialist, ready to serve his country and people honestly;
- Strict adherence to the ethical principles of society, our moral values, the requirements of the law, the rules of interaction that meet the highest requirements in the process of education;
- Deep theoretical knowledge in the chosen specialty, the formation of practical skills in the future profession;
- Obey the requirements of the educational process, not to miss classes without good reason, not to be late for classes, not to leave before the end of classes;
- Timely and quality performance of tasks related to the educational process, timely and required performance of tasks related to the study of the subject by teachers, coming to classes with the necessary teaching aids in accordance with the dress code;
- Strong communication with the relevant department and dean's office, timely fulfillment of legal duties of the dean's office;
- Initiative and diligence in acquiring knowledge, not to allow indifference;
- Be polite to your classmates, other students, professors and teachers;
- To treat the property of the Institute with care and economy, not to damage them intentionally or negligently, to compensate for damage in the prescribed manner, not to take things out of the auditorium or building;
- Observe sanitary rules on the territory of the Institute, indoors, corridors, auditoriums, do not pollute, do not consume tobacco products;
- Follow the culture of dress, not to walk in religious worship clothes, not to be greedy for ornaments and jewelry. Not to be distinguished from others by appearance and bad behavior, unconditional obedience to moral norms;
- Notify the dean's office in writing, not later than three days of absenteeism (including due to illness), directly or through the group leader, indicating the reasons for non-attendance;



## COMMUNITY AGREEMENT

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- In case of participation in grants of foreign organizations, notify the dean of the faculty, obtain the consent of the leadership of the Ministry of Higher and Secondary Special Education of the Republic of Uzbekistan in the prescribed manner before departure abroad in connection with the grant;

-Constantly increase their scientific, spiritual, moral, ideological and political level, be aware of the ongoing reforms and innovations in the socio-economic and political spheres of our country;

- Compliance with the goals and objectives of the Charter of the Institute, internal regulations, educational discipline, decisions of the Academic Council, rector's orders and regulations of the education system, as well as its obligations ;

-Strict adherence to the rules of study in the form of online and distance learning. Ensure that information loaded on the platform (textbooks, answers, sheets, etc.) is loaded correctly. Do not upload data of an immoral nature;

- Strict adherence to sanitary regulations in the event of an epidemiological risk (pandemic);

- Full and timely fulfillment of the terms of the contract when enrolled on a fee-for-service basis.

- Failure to cover information in the media, social networks, which negatively affects the reputation and honor of the institute.

**1.8 The following actions (inaction) are strictly prohibited on the territory of the Institute :**

- Consumption of tobacco, alcohol and other psychotropic substances on the territory of the Institute, buildings, corridors, auditoriums, other places not specially designated and access to the territory of the Institute under their influence;

- Hooliganism, obscene language, swearing, insults to others, actions that disturb the peace of people;

-Preparation, storage and distribution of materials (pictures, audio, video, print) in written or electronic media with religious-extremist, pornographic content;

-Preparation, storage, distribution and promotion of materials of any form promoting national, racial, ethnic, religious hatred;

- Playing gambling on the territory of the Institute;

-Speaking loudly, making noise, walking along the corridor during training, opening the auditorium door for no reason;

- Wearing T-shirts, miniskirts, shorts and other clothes that contradict the generally accepted moral norms, wearing unnatural jewelry, applying extravagant methods of make-up, attracting people's attention on the territory of the Institute;

-Do not turn off cell phones completely and use them without permission during training sessions. Only in emergencies may the use of a means of communication to notify a parent or other loved one be permitted.

-Speaking insulting and obscene words when using mobile communication, speaking loudly;

- The use of mobile devices undermines human honor and dignity, promotes all forms of moral depravity (pornography, alcoholism, drug addiction, etc.), harms the spiritual development of students, undermines universally recognized moral values, national, import, disseminate, propagate any information that provokes religious, ethnic conflicts, promotes religious fanaticism, missionary, fundamentalism;

- Permission of actions (use of radios, televisions, tape recorders and other loudspeakers) in the dormitory from 22.00 to 06.00, disturbing the peace of citizens, interfering with their rest;

-Including strangers (not related to the university) on the territory of the Institute;

-Walking on the territory of the Institute without protective equipment (masks, antiseptics, etc.) in the conditions of epidemiological danger (pandemic).





## COMMUNITY AGREEMENT

### II. STUDENTS ' TIME TO STUDY AND REST REGULATION REQUIREMENTS

**2.1** Classes at the institute are conducted according to the schedule, based on the approved curriculum.

**2.2** In the form of full-time education, students are entitled to at least two vacations during the academic year, the total duration of which is equal to the period approved in the curriculum.

**2.3** The course schedule is drawn up for the semester and posted no later than 10 days after the start of the semester. A separate schedule will be created for optional classes.

**2.4** The duration of the academic hour is 40 minutes (joint lesson without breaks is 80 minutes). Teachers and students will be notified of the start and end of the class by a call. Each pair is assigned a 10-minute break between sessions.

**2.5** During the school day, the lunch break should not exceed 60 minutes. Peace and order should be ensured in all classrooms after the start of the lesson. It is not allowed to enter or leave the classroom without a reason during the lesson.

**2.6** Before the start of each training session (during the break between classes) in the auditorium, laboratory, training workshops and offices, laboratory assistants prepare the necessary training manuals and equipment for the lesson.

**2.7** Each course is divided into two groups for practical training in the classroom, laboratory, training workshops. The composition of the group of students is determined on the basis of the relevant order, depending on the nature of the practical training.

**2.8** In each group, the dean of the faculty appoints a group leader (leader) from among the disciplined and successful students.

The group leader (leader) reports directly to the dean of the faculty, deputy deans and group coach, following all their instructions and orders in his group.

**2.9** The duties of the group leader include:

- a) personal registration of students for all types of classes;
- b) to inform the dean of the faculty every day about students who are absent and late, indicating their reasons;
- v) responsibility for monitoring the progress of the subject in the group in lectures and practical classes, as well as the maintenance of teaching equipment and facilities;
- g) organization of timely receipt and distribution of textbooks, manuals among group students;
- d) informing students about changes in the schedule of classes by the dean of the faculty;
- e) appointment of a group duty officer on a daily basis;
- j) control the timely receipt of scholarships by group students;

For all group students, the above responsibilities of the group leader (captain) are conveyed by order of the dean

**2.10** A group journal in the prescribed form is formed for each group, in which students who do not come to class on all subjects are identified by the group leader (leader). This journal is kept in the dean's office. Before the beginning of the daily classes, the group leader (leader) takes the magazine from the dean's office and submits it to the dean's office at the end of the day.

All students in the group are financially responsible for the integrity, availability, and usability of equipment and other items in the auditorium, laboratory, and classroom.





## COMMUNITY AGREEMENT

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### III. STUDENTS IN STUDY AND COMMUNITY AFFAIRS

#### INCENTIVES FOR ACHIEVEMENTS

**3.1** Students are encouraged to achieve high academic performance, research and active participation in the social life of the institute in the following order:

- Declaration of gratitude;
- Supplement to the scholarship or award;
- awarding with a certificate of honor or a valuable gift

**3.2** Incentives are provided by the primary organization of the Youth Union of the institute, the Women's Committee, the trade union of employees and students of the institute or on the basis of their recommendations in accordance with the order of the rector.

**3.3** Information about the incentive and an extract from the order are stored in the student's personal documents.



## COMMUNITY AGREEMENT

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### IV. EDUCATIONAL DISCIPLINE AND RESPONSIBILITY

**4.1** In case of violation of the laws and regulations of the Republic of Uzbekistan, the Charter of the Institute, internal regulations, the obligations imposed on him, the following disciplinary measures are taken against the student:

-sorry;

- expulsion from the ranks of students.

Education block was the recipient of the following cases, students became - li shi:

a) at will;

b) reading and other educational mussasasiga relations move - ba - ti;

(c) because of the health care commission - no - ma si);

d) for academic failure (indebtedness);

d) the training and discipline of the institute internal policy - la - settings - for violations;

e) for missing more than 74 hours of classes during a semester without good reason;

j) due to untimely payment of tuition fees (for those studying on a fee-for-service basis);

h) in connection with the student's imprisonment by a court;

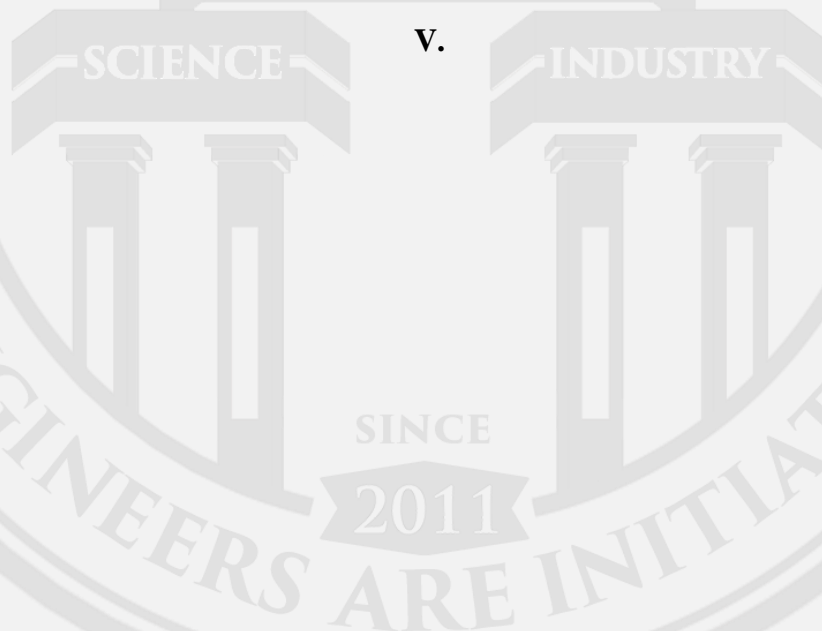
i) because he died

**4.2** A student who has been subjected to a disciplinary sanction may appeal to the Ministry of Higher and Secondary Special Education of the Republic of Uzbekistan or to the courts in accordance with the procedure established by the legislation on the legality and fairness of the sanction imposed on him .

**4.3** Information on the disciplinary action imposed on the student is stored in his personal file.

**4.4** During the period of military service, rehabilitation, pregnancy and childbirth, as well as childcare leave, a student may be granted academic leave in accordance with the procedure approved by the Ministry of Higher and Secondary Special Education of the Republic of Uzbekistan.

### V.





## COMMUNITY AGREEMENT

### VI. CONCLUSION OF EMPLOYMENT CONTRACT, PROCEDURE FOR CHANGE AND CANCEL

**5.1** Recruitment is done on a selective basis through direct contact with the employer or through free mediation of the labor authorities.

**5.2** Recruitment is allowed from the age of 16 (sixteen);

**5.3** When hiring, the applicant must submit the following documents:

- passport (or a document substituting it), and for persons under 16 years of age - a birth certificate and a certificate of residence;

- Foreign citizens, in addition to passports, must present a residence and work certificate in the Republic of Uzbekistan. Stateless persons have a stateless person's certificate and a residence permit in the Republic of Uzbekistan;

- Employment record book (excluding first-time employees). A reference from the main place of work instead of the employment record book of the person entering the job on a part-time basis;

- Military ticket (for servicemen) or registration certificate (for conscripts);

- A state-issued document (diploma) on information at the time of employment, which in accordance with the legislation can be applied only to persons with special education or special training;

- Professor staff positions, 'the Law on Education of the Republic of Uzbekistan and the Cabinet of Ministers No. 10 of February 20, 2006 with the "institutions of higher education teaching staff recruited on a competitive basis in accordance with the Regulation" On the procedure for selection on the basis of . The selection of the previous five-year labor contract with experts established by order of the rector, registered in the appropriate position to work;

Written consent of one of the parents (or his / her surrogate) when a person under the age of 16 enters the work ;

- The Institute has a separate collection for each employee, in addition to which the following documents are filled out:

a) reference-lens of the employee;

b) survey;

c) photo.

**5.4** Recruitment is not allowed in the following cases:

- In the absence of the documents specified in paragraph 5.3 of these Rules;

Persons under the age of 15

- Persons who have not undergone a medical examination in cases provided by law, as well as employees whose health does not allow them to perform this work in accordance with the medical report;

- Persons deprived of the right to hold or hold a certain position by a court decision, deprived of the right to engage in certain activities in the case;

- If their work is directly subordinated or under the control of one another, the persons who are close relatives (parents, brothers, sisters, sons, daughters, spouses, as well as the parents of the spouses) , brothers, sisters, and children);

- dismissed from law enforcement, judicial and other state bodies or other organizations for actions that have tarnished his reputation;

In other cases provided for in - In the legislation.

**5.5** The application of the employer for employment must be registered in a special ledger, numbered, restored and stamped with the seal of the enterprise, which is stored in the personnel department, office or reception of the head in the manner prescribed by the employer.

Employees of the personnel department (other persons who registered the application must provide the employer with the conditions for negotiations with the relevant officials authorized by the employer on the future employment contract.

**5.6** Negotiations on the agreements of the parties to the employment contract shall specify the following:

a) place of work;

b) job responsibilities of the employee, specialization, qualification, position;



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- c) amount and terms of remuneration;
- d) the period of validity of the employment contract at the time of its conclusion;
- d) date of commencement of work;
- e) duration of daily work at the time of employment on a part-time basis;
- g) other labor conditions may be mentioned when concluding an employment contract

The level of working conditions provided for in the employment contract may not be lower than the level normally established by law, collective bargaining agreement, as well as the collective agreement and other documents.

**5.7** If the employment contract does not specify its term, it is considered concluded for an indefinite period;

**5.8** Term employment contracts can be concluded only in the following cases:

- If the future job requires the conclusion of an employment contract due to its temporary nature (illness, referral for training, employment in place of another employee who is not on temporary leave, including childcare leave, etc.);

- If the employee is interested in concluding such a contract and has a written application;

- Forward contract provided for in the law.

**5.9** Employee work contract with the parties shall enter into force from the moment of signing it. Employee working days from the date of contract labor to carry out its obligations. If the start date of the work, the employee signed an agreement not later than the next working day (shift) should be started. The head of the institute or with the permission of his recruitment by the appropriate formalization of the person considered to be the first day of recruitment.

**5.10** After the conclusion of the employment contract, the employer issues an employment order in accordance with the content of the employment contract and notifies the person (by signing).

**5.11** The employer has no right to refuse employment in the following cases:

a) if the refusal was made for reasons not related to the practical characteristics of the employee;

b) persons employed by the employer;

c) persons with disabilities, persons under 18 years of age and other persons sent to work by local labor bodies at the expense of the minimum number of jobs established by the local public authority, as well as employees of alternative service, etc.

g) pregnant women and women with children under 3 years of age;

d) in other cases provided by law

**5.12** Employee employer in writing the reasons for the refusal to accept the institution of the right to study. The employer must be based on him in writing within three days. Pregnant women and women with children under the age of three employers, even if they were not consulted in writing the reason for the refusal to accept the message. Career illegal worker rejected by the controlling body or the right to appeal.

**5.13** During his career, the first test on the condition that the job contract. This emphasis on the probation period for which recruitment will be reflected in the order. However, the first test of recruitment has been working with the book written about the conditions of the first test on recruitment.

The first trial is set for a period not exceeding three months. The first part of the trial duration (three months) is determined by agreement of the parties of the labor contract and they are determined by the probation period, the employer and the employee labor contract, it is entitled to the other in writing three days before the warning. At the same time, the employer should be able to test unsatisfactory results credible evidence. The staff is the reason for the continuing refusal of the employer is not obliged to explain.

If neither of the parties declares the termination of the employment contract before the end of the probationary period set by the parties, the contract shall continue in force.

Periods of absence of an employee due to valid reasons (temporary incapacity for work, participation in military training, performance of donor duties, participation in court as a judicial adviser, etc.) are not included in the initial probationary period.

An employee hired on the condition of an initial probationary period enjoys all the rights and responsibilities set forth in the labor legislation on an equal basis with other employees.

**5.14** During the launch of the following is not allowed to determine the duration of the test:





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- pedagogical staff, pregnant women, as well as women with children under three years of age who have been selected for the position of professor;

- jobs for the persons sent by the local authorities at the expense of the least amount of work;
- to employees whose employment contract is concluded for a period of up to 6 months.

The initial test is not scheduled when the employee is transferred to another job.

**5.15** For first-time employees and those who have worked at the institute for more than five days, the employer must keep employment records, with the exception of co-workers.

Employees of the personnel department must, no later than seven days, make an appropriate entry in the employee's workbook and familiarize themselves with the exact correspondence with the entry in the workbook, signing the personal sheet-T-2 form, which must be entered.

At the request of the employee, an entry is made in the employment record book on the basis of the order of employment on a part-time basis within the enterprise or a certificate of employment on a part-time basis in another enterprise.

**5.16** An employer and other officials representing his interests shall not have the right to require an employee to perform work that is not part of his / her job responsibilities, to commit illegal acts, or to commit actions that endanger the life or health of an employee or another person. .

**5.17** Changes in working conditions at the request of the employer or employee are allowed in the following cases and in the following order:

Eroding, if it is not possible to keep the working conditions or changes in technology, organization of production and labor, led to the change in the number of employees or business (products and services) changes in the size of the reduction if the right to change them. To change the working conditions after the receipt of the employee in writing at least two months ago, without warning. This is to reduce the time only with the consent of the employee.

In this case, the termination of the employment contract is allowed in the presence of the following mandatory conditions:

- a) if the employee does not agree to continue working under the new working conditions;
- b) if it is not possible to maintain the previous working conditions in the enterprise.

**5.18** To change the working conditions for employees in cases stipulated by law entitled to demand in writing. After three days, the demand of employees, the employer is obliged to consider. The employer refused to meet the demand for employees is obliged to inform the grounds.

**5.19** The employee has the right to appeal to the court against the change of working conditions by the employer, as well as his refusal to change the working conditions at the request of the employee.

**5.20** By agreement of the parties, both during and after the recruitment, the employee may determine the order of carrying out professions (positions) on a part-time basis, expanding the scope of services, increasing the volume of work performed.

Conducting and terminating occupations on a part-time basis is reflected in the employment contract and is formalized by the relevant order of the employer.

Additional pay for work in several professions and positions shall not be paid if the work in such a profession and position is included in the labor obligations on the main job.

**5.21** The employee has the right to terminate both the employment contract for an indefinite period and the fixed-term employment contract at any time (temporary incapacity for work, vacation, period of business trip, etc.) with two weeks' written notice to the employer. In this case, all of the above periods are included in the notice period for termination of the employment contract.

The employee reserves the right to withdraw the application during the notice period.

**5.22** The application submitted by the employee must be registered. Irrespective of the registration of the application, the notice period shall begin from the day following the date of its filing .

**5.23** In cases where the application of the employee is conditioned by the impossibility of continuing the work for valid reasons, the employer is obliged to terminate the employment contract within the period specified in the application.

Excuses include:

- Admission to educational institutions;



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- retirement;
- selectable position to be elected;
- the health of the employee or his / her close relatives in need of care according to the medical report, this conclusion is given by VTEK, VKK;
- other excuses that determine the impossibility of continuing this work.

The employer is obliged to terminate the employment contract within the period specified in the application, provided that the employee's application does not allow him to continue working for valid reasons.

The statutory notice period may be reduced by agreement between the employee and the head of the institute (other official authorized to terminate the employment contract), which is indicated in the employee's application in the form of the relevant permission of the person entitled to terminate the employment contract. should be reflected.

**5.24** An application to cancel the labor contract employee at any time, including the period of temporary disability, vacation, business trip, etc. entitled to transfer. During the reporting period, on termination of the labor contract for the term of the warning.

**5.25** Upon expiration of the contract concluded for a certain period or for a certain period of time, the parties have the right to terminate any employment relationship both on the day of expiration of the contract and within seven calendar days after its expiration.

The seven-day period begins the day after the contract expires. If the expiration of the seven-day period falls on a non-working day, its expiration is moved to the next working day.

The term of the employment contract concluded in the absence of the retained employee expires from the date of return of the employee to work.

**5.26** Termination of the employment contract at the initiative of the employer is allowed in the following cases :

Changes in the labor - in technology, production and number of employees (State) or characteristics of the work that led to a reduction or termination of the company;

- Insufficient qualification of the employee (determined by the results of the certification) or incompetence of the work performed due to the state of health (based on a medical report);
- Guiltful actions of the employee (one-time gross or two or more violations of his official duties and internal labor discipline);
- in connection with the employment of another employee who does not work on a part-time basis;
- the employee has reached retirement age, has the right to receive a state old-age pension in accordance with the legislation .

**5.27** If, on medical grounds, the employee is unable to continue to perform the work assigned to him, the employer must terminate the employment contract without notice and pay the employee compensation in the amount of his two-week salary.

**5.28** The employer has the right to terminate the employment contract with the employee in the event of misconduct on the following grounds:

- the employee has regularly violated his / her job responsibilities (two or more violations of labor discipline);
- if the employee violates his labor obligations once

**5.29** Possible gross violations that can be terminated for a single gross violation include:

- Violation of executive discipline (failure to ensure the timely and full implementation of the tasks set by decrees, orders and instructions of the President of the Republic of Uzbekistan, decisions and orders of the Government of the Republic of Uzbekistan, the supreme body, authority and employer);
- failure to timely and fully fulfill the instructions of the employer (or representatives) on the performance of the duties assigned to the employee in the employment contract, internal local documents of the enterprise, the instructions on labor obligations;
- not to go to work without good reason (not more than 3 hours continuously or intermittently during the working day for no good reason);
- Not more than 3 (three) hours in a row or from time to time at their place of work (allocated room, plot, post, etc.) without leaving the territory of the Institute;



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- consumption of alcohol, drugs or intoxicants at work, which is confirmed by an act or medical report based on the testimony of witnesses;
- committing theft of property of the institute at work, if it is confirmed by witnesses;
- the employee commits an immoral act in which it is impossible to continue working in this job;
- causing disorder among employees, causing their injuries;
- Committing an unethical act by a professor or employee performing educational duties, in which it is impossible to continue working in this job;
- professors-teachers have been mentally and physically influenced by the employee ;
- to improve the education of employees, recipients, including breaker the order life or health risks pose a security techniques, producing a gross violation of the technology;
- Disclosure by an employee of a secret, the confidentiality of which is stipulated in the employment contract;
- the commission of a wrongful act by an employee who directly serves the money or goods, if these actions are grounds for loss of confidence in him by the employer;
- sleep during night work (duty, shift, etc.);
- committing acts such as extortion, mediation or bribery;
- Material damage to the property of the Institute in the amount of more than 5 (five) times the basic calculation amount established in the Republic of Uzbekistan.

**5.30** If the fixed-term employment contract provides for a mutual obligation of the parties to pay a fine at the time of its early termination:

- the employer must pay a fine to the employee when terminating the employment contract on the grounds provided for in these Rules , except in cases of termination of the employment relationship due to the employee's misconduct;
- if the employment contract is terminated before the expiration of its term at the initiative of the employee, as well as on the grounds related to his misconduct, the employee must pay a fine to the employer;
- if the amount of the fine is not specified in the employment contract, the parties are exempted from paying it;





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### VI. ENSURING LABOR DISCIPLINE AND RESPONSIBILITY

**6.1** Labor discipline at the Institute is subject to compliance with labor legislation, collective bargaining agreements, these Rules and requirements of technological discipline, labor protection, safety, industrial sanitation, as well as other local documents of the institute, which stipulate the terms of the employment contract with each employee. includes.

**6.2** Performance of obligations related to work, work to achieve results, the Institute for a long period of exemplary performance and other achievements for the case to be applied to the staff of the Institute as well as improved.

- thanksgiving;
- awarding cash prizes;
- rewarding with a valuable gift.

Employees may be nominated for state awards for their special services to society and the state in the manner prescribed by law.

**6.3** Awards are usually announced by the Academic Council of the institute on the recommendation of the head of the institute on the recommendation of the head of the department or the staff of the institution where the employee works.

**6.4** The employer has the right to apply the following disciplinary measures to an employee for violation of labor discipline:

- 1) sorry;
- 2) a fine in the amount not exceeding **thirty percent of the** average monthly salary .

An employee who regularly violates labor discipline may be fined in an amount not exceeding **fifty percent of the** average monthly salary . Withholding of an employee's fine shall be subject to the requirements of Article 164 of the Labor Code;

- 3) termination of the employment contract (paragraph 5.29 of the Rules).

**6.5** Prior to the imposition of a penalty, the employee shall be given the opportunity to explain in writing the reasons and circumstances of the violation. Refusal to give an explanation shall not prevent him from taking action for the action taken against him. The refusal of the employee to give an explanation shall be formalized in an act.

**6.6** Disciplinary sanctions applied within a year. If the employee is not subject to a new disciplinary sanction during this period, he or she is deemed not to have received a disciplinary sanction. In this case, the order to cancel the disciplinary sanction is not issued. The employer until the end of the year on its own initiative, at the request of the employee, the work of trade unions or the right to cancel the petition of the head of the employee directly. Staff disciplinary punishment of pre-registered in order to remove the employer.

**6.7** An employee may also be held liable in the manner prescribed by law, regardless of whether disciplinary action or other measures of influence are applied to the employer in the event of direct harm to the employee.

**6.8** In addition to the disciplinary liability of employees for violation of labor discipline, the employer may apply other measures of interaction with local documents (full or partial deprivation of the award, the award for the year at the end of work, etc.).





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### VII. ORDER INSIDE THE BUILDING

**7.1** Educational structure and the necessary equipment (furniture, equipment, normal temperature, etc.) for the provision of the lighted responsible for financial and economic affairs, the rector of the Institute.

**7.2** The head of the laboratory and financially responsible persons are responsible for the availability and integrity of educational equipment in the laboratory and offices.

Inside the institute building:

- a) walking in a hat and outerwear (coat, etc.);
- b) loud talk, noise, walking down the aisle during class;
- c) smoking;
- g) It is strictly forbidden to drink alcohol, as well as to be in this state .

The administration of the institute is obliged to provide security for the building, maintenance of equipment, facilities and other necessary items, as well as the necessary order inside the educational and residential building.

Security of the building is carried out by employees of the administrative and economic department on the basis of the order of the rector of the institute, maintenance of equipment and ensuring fire and sanitary regulations.

**7.3** The following reception times are set for the reception of citizens with oral appeals at the Institute:

Rector of the Institute:

- Wednesdays and Fridays of the week from 14:00 to 17:00;
- Saturday of the week from 10:00 to 14:00.

**7.4** Vice-rectors of the institute and legal adviser:

- Saturday of the week from 10:00 to 14:00

**7.5** The admission time of the deans of the faculties and their deputies is determined during the week.

**7.6** The building of the training rooms, laboratory and office staff on duty to guard the keys.

**7.7** Internal regulations or an extract from it shall be posted in a visible place on the portal, faculties and departments of the institute.

### VIII. Working hours and rest periods

**8.1** Step X is the time during which the employee is required to perform his or her job duties in accordance with these Rules, shift schedules and the terms of the employment contract.

**8.2** Every Saturday, the daily working time of 7 hours (5 hours) established a six-day working week. The teaching staff of the daily working time of 6 hours, which is a six-day working week. (Shift) in line with the establishment of the units working in 12-hour mode.

**8.3** The weekly rest period for all employees is one day off (Sunday). Employee work time should not exceed 40 hours a week.

**8.4** Reduced working hours are set for the following employees of the Institute:

- 16 to 18 years of age shall be not more than 36 hours a week;
- For disabled people of groups I and II - no more than 36 hours per week;
- noquay working conditions for employees who are engaged in the work duration of working time
- Working hours for professors-teachers should not exceed 36 hours per week.

**8.5** Every time duration of daily work hours will be cut in the following cases:

On the eve of -bayram (developments);

- when working at night;
- in other cases stipulated by the legislation and the collective agreement.

**8.6** The agreement between the employer and worker recruitment during the later part time or full working week may be determined.



## COMMUNITY AGREEMENT

Working under part-time conditions does not result in the calculation of length of service and other labor rights restrictions in any way for an employee and is paid in proportion to the time worked or depending on the product produced.

**8.7** The start and end of daily work at the Institute, as well as breaks for rest and meals are determined as follows:

inclusive of daily work will start at 8:00 pm:

inclusive of daily work end time: 16:00 pm (Saturday 14.00)

-Break time for meals: from 12:00 to 13:00.

**8.8** Course begins and ends sessions in accordance with the approved schedule. Professor coordinated and teachers plan lessons per day.

**8.9** According to the working conditions can not be a break for lunch-time employees work for a time at least 30 minutes. The list of such work, eating the start and end time and place of the employer confirming the agreement with the trade union committee determined in accordance with the following table.

**8.10** In the units (sections) working in the queue, the time of the work queue, the order of their shifts, lunch break or meal time, the allocation of days off is determined by the duty schedule approved by the head of the enterprise in consultation with the trade union committee.

**8.11** Overtime is the working time outside the working day for an employee in excess of the daily working time (shift). Work outside the working day is allowed only with the consent of the employee.

In addition to working days processing time for each employee four hours (two days hazardous and difficult conditions of work two hours a day) and must not exceed 110 hours a year.

**8.12** The following work of the staff of the Institute, including the teaching staff is not considered part-time work:

Thanks to its hourly volume of more than 240 hours of educational work

- 25 hours per year for independent researchers, 50 hours per year for junior researchers;

- perform other work in accordance with the legislation.

**8.13** All employees, including part-time jobs and average wages while preserving the annual leave.

**8.14** According to him, the statement of the employee salary may be saved without a break, with the agreement of the parties, how long it will take.

**8.15** Annual leave is determined on the basis of a schedule approved by the head in consultation with the trade union committee of the institute before the beginning of the calendar year.



## COMMUNITY AGREEMENT

### IX. PROCEDURE FOR RESOLUTION

**9.1** Every employee and trainee has the right to protection of their rights, including the right to appeal to the court, provided by law, these Rules, other local documents of the institute and employment and training contracts.

**9.2** An employee and trainee who believes that their rights have been violated have the right to appeal to the employer, either orally or in writing, independently or through a trade union committee. The application of the employee must be registered in the manner prescribed by law.

**9.3** According to the essence of the worker a written response to his request, immediately after they have been reviewed.

The response to the request to change the working conditions, the right to undertake such a change must be sent no later than three days provided by law.

During the conflict between the employee and the employer indicated satisfied with the answer to the employer or employee selected according to the commission for labor disputes, labor disputes (hereinafter MNK) or directly to the court, as well as employees of the institute within the competence of other authorities to protect the right to .

**9.4** The application submitted by the employee is registered in the MNC and considered in the presence of the applicant employee no later than 10 days from the date of its submission. Non-participation of the employee in the consideration of the application is allowed only on the basis of his written application. If the employee does not come to the meeting of the Commission without good reason, he may decide not to consider the application, which does not deprive the employee of the right to re-apply.

**9.5** The decision of the MNC may be appealed to the court within 10 days after the interested employee or employer receives a copy of the MNC.

**9.6** The employee has the right to apply to the court or MNC within the following periods:  
Disputes about the eroding of the employee with a copy of the order on cancellation of the employment contract, within a maximum of one month;

- in other disputes - not later than three months from the date when the employee knew or should have known about the violation of his rights ;

- The deadline for filing a lawsuit for compensation for damage to the health of the employee is not set.





## COMMUNITY AGREEMENT

**Appendix 4 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of "\_\_\_" \_\_\_\_\_ 2021

### **About full financial responsibility list of employees to be contracted**

1. Commandants
2. Librarian
3. Head of Student Accommodation
4. Warehouse manager
5. Head of Human Resources
6. Senior Inspector of Human Resources
7. Head of the educational and methodical department
8. Sales agent
9. Archive staff
10. Drivers
11. Cashier
12. Heads of departments
13. Deans of faculties
14. Camp Director
15. Head of Sports Complex
16. Heads of cabinets (departments)





## COMMUNITY AGREEMENT

**Appendix 5 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of " \_\_\_ " \_\_\_\_\_ 2021

**It is formed between the rector of the institute and the trade union committee on labor protection Agreement**

(For 2021)

№	Content of events	Cost of work performed (thousand soums)	Duration of the event (annually)	The person responsible for the implementation of the event
1	2	3	4	5
1.	Provide workers working in special working conditions with special clothing, hats, shoes and other personal protective equipment.	3000,0	I-II quarter	
2.	Purchase special first aid kits for emergency medical care.	2500.0	II-quarter	
3.	Installation of fire alarms and video surveillance of buildings	15000,0	Permanent	
4.	Control over the organization of duty from the leading staff of the institute before the holidays .	-	Permanent	
5.	Development and implementation of fire safety measures, purchase of firefighting equipment	12500,0	Permanent	
6.	Exemplary organization of work of kitchens and cafeterias serving the staff of the institute , ensuring constant control over the quality and price of food	-	Permanent	
7.	Purchase of visual aids on labor protection	5000,0	I-II-quarter	
8.	Carrying out explanatory work with professors, teachers and staff and students on labor protection and acquaintance with special instructions, as well as	-	constant	
9.	The institute students in all academic buildings, the place where heat was washed with	10000.0	III-quarter	



## COMMUNITY AGREEMENT

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	high-pressure cleaning systems.			
	TOTAL:		<b>48000,0</b>	





## COMMUNITY AGREEMENT

**Appendix 6 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of "\_\_\_" \_\_\_\_\_ 2021

**Special clothing, footwear and other personal protective equipment  
on cases that entitle you to free admission  
LIST OF PROFESSIONS AND POSITIONS**

No.№	Section and so on	Profession, title of position	Types of special clothing, footwear and other personal protective equipment to be provided	Period of wear on a monthly basis
1	2	3	4	5
1.	Department of Technical Operation and Management	Plumbing	Special clothing, gloves, jackets, shoes, helmets	Every working day
2.		Plumber		
3.		Electric		
4.		Floor polisher		
5.	Department of Maintenance and Emergency Recovery	Painter		
6.		Duradgor		
		Welder		



## COMMUNITY AGREEMENT

**Appendix 7 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of \_\_\_\_\_, 2021

**In the first way and then from time to time  
medical examination is arranged  
LIST OF PROFESSIONS AND POSITIONS**

<b>№</b>	<b>Profession, title of position</b>	<b>Duration of medical examination</b>
1.	Cleaners	1 time in 1 year
2.	Guards	1 time in 1 year
3.	Gardeners	1 time in 1 year
4.	Commandants	1 time in 1 year
5.	Nurses	1 time in 1 year
6.	Drivers	1 time in 2 years
7.	Kitchen staff, forwarders, drivers of food trucks and warehouse staff	2 times a year
8.	Swimming coaches, instructors, staff working in the pool and therapeutic baths	Once a year
9.	Camp staff	1 time in 1 year before the season
10.	Professors and staff directly involved in the educational process	Once a year (before the start of the school year)





## COMMUNITY AGREEMENT

**Appendix 8 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of \_\_\_\_\_, 2021

### Regulations on financial assistance

#### I. General rules

1. This "Regulation on financial assistance" (hereinafter - the Regulation) is developed in accordance with the Labor Code of the Republic of Uzbekistan, the Tax Code and current regulations, and defines the procedure and conditions of financial assistance to all categories of staff and students working in positions specified in the staffing table. .
2. Financial assistance means the amount of money paid to employees and students in addition to the monthly salary and stipend established by this Regulation.
3. Financial assistance is provided in cases where the financial situation of the employee or student may be affected (death of close relatives, serious injuries, illness, natural disasters, weddings and other situations), depending on the financial situation of the Institute. , is done.
4. Financial assistance is made at the expense of the salary fund, the part of which does not exceed 30% of the total amount of funds received from the form of payment-contract training and earned in the field of entrepreneurship.

#### II. The amount of financial assistance and the basis for its provision

1. The basis for providing financial assistance to employees and students of the Institute are:
  1. **Wedding ceremony.** In this Regulation, "wedding ceremony" means the ceremony of legal marriage of an employee or his child. In this case, the amount of financial assistance is determined based on the length of service of the employee at the Institute as follows:

№	Work experience	Amount of financial assistance
1.	Up to 5 years	In the amount of up to 3 times the amount of the basic calculation established in the Republic
2.	5 to 10 years	In the amount of up to 5 times the amount of the basic calculation established in the Republic
3.	10 years and more	In the amount of up to 10 times the amount of the basic calculation established in the Republic

- 1.2. **The death of an employee or his or her parents, husband or wife, or child.** In this case, the amount of financial assistance is determined as follows:

№	Work experience	Amount of financial assistance
1.	Regardless of work experience	In the amount of up to 5 times the amount of the basic calculation established in the Republic

- 1.3. **Other emergencies that affect the financial situation of the employee or student (long-term illness, various accidents, financial hardship).** The amount of financial assistance in this case:

- 1.3.1. **For employees, based on their length of service at the Institute, it is determined as follows:**

№	Work experience	Amount of financial assistance
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## COMMUNITY AGREEMENT

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1.	Up to 3 years	In the amount of 1 times the amount of the basic calculation established in the Republic
2.	3 to 5 years	In the amount of up to 3 times the amount of the basic calculation established in the Republic
3.	5 years and more	In the amount of up to 5 times the amount of the basic calculation established in the Republic

Also, depending on the social status of each employee, regardless of the length of service at the Institute, on a general basis may be provided financial assistance up to **10 times the monthly salary** or the **amount** of the **basic calculation** established in the Republic .

**1.3.2.** Minister of Higher and Secondary Special Education of the Republic of Uzbekistan for students Approved by the order of the President of the Republic of Uzbekistan from December 28, 2012 of No. 8508 Regulation (registered by the Ministry of Justice of the Republic of Uzbekistan on February 26, 2013 No. 2431 ) is implemented in accordance with paragraph 34 of the Regulation. In accordance with this Regulation, within the framework of social protection of students of the Institute may be provided one-time financial assistance in the amount of not **more than five times the** amount of the basic calculation per student per year . The basis for financial assistance to students are their applications to the rector of the Institute and the conclusion issued by the dean of the faculty.





## COMMUNITY AGREEMENT

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### III. Procedure for payment of financial assistance

1. Provision of financial assistance on the grounds specified in this Regulation is carried out in accordance with the order issued by the rector.

The basis of the order is an application addressed to the rector, indicating the reasons of the employee or student. This application must be signed by the Chief Accountant, the Head of the Personnel Department and the trade union. Depending on the reasons given in the application, one of the following documents shall be attached: a copy of the marriage certificate, a copy of the death certificate, a copy of the medical certificate or a medical certificate issued by a doctor, a certificate issued by MFY or a certificate issued by FVB. In addition to the applications of students, the conclusion of the dean of the faculty is attached.

2. In the event of another emergency affecting the financial situation of the employee or student, the head of the department (dean of the faculty) applies to the rector of the Institute with an application that serves as a basis for financial assistance. The application must state the specific reasons for the financial assistance and must be signed by the Chief Accountant, the Head of the Personnel Department and the trade union.
3. The exact amount of financial assistance is determined by the decision of the commission on the establishment, revision, termination of bonuses for faculty and staff.



## COMMUNITY AGREEMENT

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### IV. Final rules

1. The chief accountant shall be responsible for the control over the state of financial assistance established by this Regulation.
2. This Provision should be brought to the attention of all staff and students by the office of the institute, personnel department and dean.







## COMMUNITY AGREEMENT

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**Appendix 9 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_\_ of \_\_\_\_\_, 2021

### **Regulations on the organization of the activities of individual labor dispute commissions**

#### **I. General Rules**

These recommendations are designed to form a single practice of individual labor disputes in enterprises, institutions and organizations (hereinafter - the "enterprise"), to increase the effectiveness of dispute resolution, the formation of individual labor dispute commissions, the procedure for their consideration of individual labor disputes, the decision of the commission and recommendations for its implementation.

The following basic concepts are used in the recommendations:

**Individual labor disputes** (hereinafter - "disputes") - are disputes between the employer and the employee on the application of labor laws and other regulations, the terms of employment provided for in the employment contract.

**The individual labor dispute commission** (hereinafter referred to as the "commission") is a dispute resolution body formed with the participation of the employer and the trade union committee or other employee representative body (hereinafter - the "employee representatives").

#### **II. Formation of commissions**

The formation of commissions, their number and term of office shall be determined by the collective agreement, if it is not formed, by agreement between the employer and employees' representatives.

The collective bargaining agreement may provide for the introduction of the Commission's activities directly in the enterprise, as well as in the case of the establishment of a trade union trade union in the structural units.

The composition of the commission is formed by the representatives of the employer and employees on an equal basis.

The members appointed to the commission from the employees' representatives shall be approved by the decision of the relevant body, and the representative of the employer shall be approved by his order. The change of members of the commission is carried out in the same order.

In order to determine the procedure for consideration of disputes by the commission, it is recommended to adopt a Regulation on the commission as a local normative act in the enterprise (as an appendix to the collective agreement).

#### **III. Organizing the work of the commission**

Matters within the competence of the Commission shall be considered at its meetings.

At each meeting of the Commission, the chairman and the employee's representative shall take turns to chair the commission. In this case, the chairmanship and secretariat of a meeting may not be performed by representatives of the same party.

At each meeting of the Commission, the parties appoint the chairman and secretary of the next meeting, entrusting them with the task of preparing and convening the documents of the meeting.

No more than half of the members (quorum) are required for the meeting, and the participation of an equal number of members of the employer and employees' representatives is sufficient.

Failure of the chairman or secretary to attend the meeting of the commission shall not be a ground for adjournment of the meeting. In this case, by agreement of the parties, the chairman of the commission and the secretary of the meeting shall be appointed from among the participants in the meeting, respectively.



## COMMUNITY AGREEMENT

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In order to create conditions for the commission member to participate in the work of the commission, a provision may be included in the collective agreement, which provides for the allocation of time off from the main job, while retaining the salary.

### IV. Appeal to the Commission on disputes

According to the Labor Code of the Republic of Uzbekistan, disputes are considered by a commission or a district (city) court, in which the employee has the right to apply to one of these bodies to resolve the dispute.

Before applying to the commission, it is advisable for the employee to negotiate with the employer to resolve the dispute. An application on a dispute that has not been resolved during the negotiations may be submitted to the commission for further consideration.

Only the employee or the person he represents has the right to apply to the commission to consider the dispute, such an application of the employer is not considered by the commission.

Information on the time, place and procedure for applying to the Commission shall be communicated to the staff in a convenient place and form.

The written application of the employee to the commission shall be recorded in the relevant registration book. The registration of applications should be entrusted to one of the members (for example, the secretary) by the decision of the commission.

The application is written in a free form and includes:

name of the enterprise;

last name, first name, patronymic, place of work and residence (address) of the applicant;

the nature of the dispute, the circumstances justifying the applicant's claim, the evidence;

list of documents attached to the application;

the date of the application must be indicated and signed by the author.

The date on which the application is registered is the start date of the deadlines.

When applying to the commission on the dispute, the period of three months established by law must be observed.

The fact that the deadlines have been missed for good reasons will be grounds for their reinstatement by the Labor Disputes Commission.

The following disputes are not considered by the commission due to the direct jurisdiction of district (city) courts:

Disputes over compensation for damages (including moral damages) or property damage caused by an employee's health while performing work duties;

disputes over reinstatement, regardless of the grounds for termination of the employment contract, on changing the definition of the time and grounds for termination of the employment contract, payment for the time of performance of compulsory prog or low-paid work;

disputes over compensation for damages caused by the employee to the employer;

disputes over unreasonable denial of employment;

disputes arising out of prior agreement with the employer and employee representatives.

In addition, labor disputes concerning termination of employment contracts, reassignment, unjustified reassignment or termination of employment of certain categories of civil servants and disciplinary sanctions are considered in the manner prescribed by separate laws, and labor dispute commissions does not apply to the competence.

### V. Procedure for consideration of disputes in the Commission

The employee and the employer, as well as witnesses and experts involved in the dispute, shall be notified in advance in writing of the place and time of the commission meeting.

The commission must consider the labor dispute within ten days from the date of application.

If the commission does not consider or resolve the labor dispute within ten days, in case the representatives of the parties, members of the commission refuse to participate in the meeting, the interested employee has the right to refer the dispute to the district (city) court.



## COMMUNITY AGREEMENT

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The dispute is considered in the presence of the applicant. Consideration of the dispute without the participation of the employee is allowed only if he has a written application. If the employee does not come to the meeting of the commission without good reason, a decision may be made to remove the application from the agenda. This situation does not deprive the employee of the right to re-apply.

The employee has the right to invite a lawyer to represent his / her representatives in the labor dispute.

The commission has the right to call witnesses to the meeting, to invite experts, to require the employer to provide the necessary calculations and documents.

Minutes shall be taken at the meeting of the Commission and a decision shall be made on the matter under consideration. The minutes and decision shall be signed by the chairman and secretary of the commission.

The protocol should include:

- place and date of the meeting;
- name of the enterprise and composition of the commission;
- last name, first name, patronymic, position of the applicant;
- the date of receipt of the application and the nature of the dispute;
- information on persons participating in the meeting of the commission, including representatives of the parties, witnesses and experts;
- applications, petitions and explanations of the persons participating in the consideration of the dispute;
- testimony of witnesses, expert opinion and explanation, results of examination of written evidence;
- the content of the decision of the commission and its basis (with reference to the legislation, collective, employment contracts);
- information on the content of the decision of the commission, the procedure and deadlines for appealing the decision.

The Commission shall decide on the satisfaction, partial satisfaction or denial of the employee's claim in the dispute by agreement between the employer and the employees' representatives.

The decision must be substantiated and based on labor laws and other regulations, the employment contract.

If the commission decides to partially satisfy the employee's claim on the dispute, the decision must clearly state the employee's satisfied and rejected claims, as well as the actions to be taken by the employer.

Similarly, when making a decision on a collection dispute, the commission's decision must clearly state the amount due to the employee.

If no agreement is reached between the employer and the employees' representatives on the dispute and no decision is made, an appropriate note shall be made in the minutes.

The decision of the commission should specify:

- name of the enterprise (department), surname, name, surname, position of the employee who applied to the commission;
- the date of application to the commission and consideration of the dispute;
- the essence of the conflict;
- the essence and basis of the decision (with reference to the legislation, collective, employment contracts);
- last name, first name, patronymic of the commission members present at the meeting;
- a decision on the issue on the agenda, ie information on the failure to reach a decision or agreement on satisfaction, partial satisfaction, rejection.

The decision is binding and cannot be confirmed in any way.

A copy of the decision shall be delivered to the employee, the employer and the employees' representatives within three days from the date of its adoption.

### **VI. Execution of the decision of the commission**

The decision of the Labor Disputes Commission shall be enforced by the employer within three days after the expiration of the ten-day period prescribed for appealing the decision.





## COMMUNITY AGREEMENT

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The decision of the commission to reinstate an employee who has been illegally transferred to another job or to pay the employee for a period not exceeding three months shall be enforced immediately.

In case of delay in the execution of the decision by the employer, the commission that made the decision shall make a decision on the payment of the average salary to the employee for the entire period of delay or the full payment of the difference on the job.

If the employer fails to comply with the decision of the commission within the prescribed period, the commission shall issue to the employee a certificate with the force of a writ of execution.

The certificate shall be signed by the chairman of the commission and stamped with the seal of the commission, in the absence of the seal of the commission, with the seal of the presiding party.

In case of loss of the original of the executive document, its duplicate, issued in the manner prescribed by law, shall be the basis for recovery.

According to the law, the certificate must contain the following:

Name of the commission (enterprise);

Certificate number and the decision of the commission on which it is issued (serial number and date);

Last name, first name, patronymic of the employee (plaintiff), full name and address of the employer (respondent);

Instructive (decision) part of the decision of the Commission;

Date of entry into force of the decision of the Commission;

Date of issuance of the commission certificate and deadlines for its implementation.

In order for the bailiff to enforce the decision of the commission, the employee or the interested person must submit the certificate issued by the commission to the district (city) court within three months from the date of receipt.

However, a certificate will not be issued if the employer or employee applies for a transfer to the court for consideration of the dispute.

If an employee who has been illegally transferred to another job applies to the court for enforcement of the commission's decision on the basis of a certificate issued by the commission, a lawsuit may be filed against the employer for the period of compulsory probation.

### **VII. Appeal against the decision of the Commission**

The decision of the commission may be appealed by the interested employee or the employer in the district (city) civil court within ten days from the date of submission of a copy of the decision of the commission.

If this period is missed due to valid reasons, it is possible to file a lawsuit in court, requesting the restoration of the missed period and consideration of the merits of the dispute.

### **VIII. The role of the trade union in promoting the work of the commission**

In the event that a trade union member appeals to the enterprise's primary trade union committee, the trade union committee shall assist the employee in its relations with the employer, including participation in resolving the dispute, explaining to the employee his rights, procedures and methods of restoring violated rights. should facilitate formalization.

If necessary, the primary trade union organization may apply to a higher trade union body for practical assistance.

A person authorized by the trade union committee, who is not a member of the commission, may participate in the dispute resolution process in the interests of the employee.

Trade union committee members may also be involved as witnesses or experts in the labor dispute review process.

In order to protect the labor rights of employees in the dispute resolution process, the trade union: takes the initiative and constantly assists in the organization of the commission's activities; develops proposals for the adoption of the Regulation aimed at regulating the activities of the commission at the enterprise;





## COMMUNITY AGREEMENT

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in cases where the enterprise has several representative bodies of employees, recommends the nomination of its members to the commission and obtains approval by the general meeting of the staff; participates in the process of direct negotiations with the employer to resolve disputes as a representative of employees;

assists a trade union member in filing an application with a commission or court, as well as in preparing other materials related to the consideration of the dispute;

participates in the activities of the commission through its representatives - members of the commission;

assists in the implementation of the decisions of the commission;

organizes trainings to increase the knowledge of commission members and staff on labor legislation;

take appropriate measures to include in the collective agreements additional guarantees for the members of the commission in accordance with the legislation in force.

### IX. Final rules

The documents of the commission should be strictly accounted for and stored, as well as documents related to the financial and economic activities of the enterprise.

The employer appoints a person responsible for the organizational support of the commission, the maintenance of documents and their storage.

Termination of the commission is carried out by amending the collective agreement by agreement of the parties.



## COMMUNITY AGREEMENT

**Appendix 10 to the** collective agreement approved by the minutes of the general meeting of the labor collective No. \_\_\_ of \_\_\_\_\_, 2021

### Positions with a permanent increase in salary LIST

No	Position	The amount of the surcharge	Evidence
1	Legal advice	10%	Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 250 of 01.05.2017
2	To the head of the personnel department and employees of the department	10%	Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 517 of 26.08.2020
3	To motor vehicle drivers	10-25%	Regulation registered by the Ministry of Justice of the Republic of Uzbekistan on January 23, 2019 No. 3130.
4			



## COMMUNITY AGREEMENT

**Appendix 11 to the collective agreement**  
approved by the minutes of the general  
meeting of the labor collective  
No. \_\_\_ of "\_\_\_" \_\_\_\_\_ 2021

**On cases that entitle the holder to free means of hygiene  
list of professions and positions**

<b>Professions and positions names</b>	<b>Detergents amount (gr)</b>	<b>Use term (month)</b>
Janitar	- 400 g of household soap	1 x 3 people
	- 300 g of washing powder	1 x 3 people
The driver	- 400 g of household soap	1 x 8 people
Guards	- 400 g of household soap	1 x 4 people

**Note:** - 50 pieces of household soap x 3500 soums x 12 months = 2 100 000 soums  
- 12 pieces of laundry detergent x 7200 soums x 12 months = 1 036 800 soums

**Total: 3 136 800 soums**



## COMMUNITY AGREEMENT

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