

Approved at the general assembly of the  
employee body  
2025 “\_\_\_” \_\_\_\_\_  
\_\_\_\_\_ record No.

# COLLECTIVE AGREEMENT

**Between the management of the  
THE UNIVERSITY OF WORLD ECONOMY AND DIPLOMACY  
and  
the Labor Union Committee,  
intended for the period from  
December 2025 to December 2028**

In accordance with the decision of the general meeting of the labor collective, the collective agreement was signed:

**Employer:**

University of World Economy and  
Diplomacy Rector  
Safoev Sodiq Solixovich

2025 “\_\_\_” \_\_\_\_\_

**Employee Representative:**

Chairman of the Labor Union  
Committee of the University of World  
Economy and Diplomacy  
Yusuvalieva Raxima Yusupovna

2025 “\_\_\_” \_\_\_\_\_

**The collective agreement was signed in the presence of the following  
members of the commission on social and labor issues:**

**Employer Representatives:**

1. A.Umarov \_\_\_\_\_
2. O.Yusupdjanov \_\_\_\_\_
- 3.M.Djalalov \_\_\_\_\_
4. M.Abidov \_\_\_\_\_
5. F.Tashev \_\_\_\_\_

**Employee Representatives:**

1. Q.Djurayev \_\_\_\_\_
2. S.Turayeva \_\_\_\_\_
3. M.Nurmetova \_\_\_\_\_
4. R.Raxmankulova \_\_\_\_\_
5. M.Latipova \_\_\_\_\_

O'zbekiston davlat muassasalari va jamoat xizmati xodimlari kasaba uyushmasi Respublika Kengashida  
Jamoat shartnomasi

EKSPERTIZADAN O'TKAZILDI

"25" noyabr 2025 yil

(imzo)

Mehnat jamoasining umumiy yig'ilishida ma'qullangan,  
2025-yil "6" dekabr  
12-sonli bayonnomasi

JAHON IQTISODIYOTI VA DIPLOMATIYA UNIVERSITETI  
rahbariyati hamda  
Kasaba uyushmasi qo'mitasi o'rtasida  
2025-yil dekabr-2028-yil dekabr uchun mo'ljallangan

## JAMOA SHARTNOMASI

Mehnat jamoasining umumiy yig'ilishi qaroriga binoan jamoa shartnomasiga imzo chekildi.



Xodimlarining vakili:

Jahon iqtisodiyoti va diplomatiya universiteti Kasaba uyushmasi raisi  
Yusuvuljeva Bayanul'atn  
2025-yil 5 dekabr



Jamoat shartnomasi ijtimoiy-mehnat masalalari bo'yicha komissiya qo'mitasining quyidagi a'zolari ishtirokida imzolandi:

Ish beruvchi vakillari:

1. A.Umarov
2. O.Yusupdjanov
3. M.Djalalov
4. M.Abidov
5. F.Tashev

Xodimlar vakillari:

1. Q.Djurayev
2. S.Turayeva
3. M.Nurmetova
4. R.Raymankulova

O'zbekiston davlat muassasalari va jamoat xizmati xodimlari kasaba uyushmasi Respublika Kengashidan  
Jamoat shartnomasi

RO'YXATDAN O'TKAZILDI

279 son  
06 - noyabr 2025 yil

# CONTENTS

I. GENERAL RULES .....	4
II. PRODUCTION AND ECONOMIC ACTIVITY .....	5
III. EMPLOYMENT CONTRACT. EMPLOYMENT GUARANTEES .....	7
IV. WORKING TIME AND REST TIME .....	12
V. LABOR REMUNERATION. LABOR STANDARDIZATION. GUARANTEED PAYMENTS AND COMPENSATION PAYMENTS .....	16
VI. LABOR DISCIPLINE .....	20
VII. MATERIAL LIABILITY OF THE PARTIES TO THE EMPLOYMENT CONTRACT .....	20
VIII. OCCUPATIONAL SAFETY AND HYGIENE .....	21
IX. TRAINING, RETRAINING, AND PROFESSIONAL DEVELOPMENT OF EMPLOYEES .....	24
X. SPECIAL FEATURES OF REGULATING THE LABOR OF WOMEN AND PERSONS PERFORMING FAMILY RESPONSIBILITIES, AS WELL AS ADDITIONAL BENEFITS AND GUARANTEES PROVIDED TO THEM .....	26
XI. ADDITIONAL BENEFITS AND GUARANTEES FOR YOUTH .....	26
XII. VARIOUS FEATURES OF REGULATING THE LABOR OF CERTAIN CATEGORIES OF EMPLOYEES .....	28
XIII. ADDITIONAL SOCIAL INSURANCE, SOCIAL BENEFITS, AND GUARANTEES .....	29
XIV. CULTURAL AND EDUCATIONAL, PHYSICAL EDUCATION, AND SPORTS AND HEALTH- IMPROVEMENT ACTIVITIES .....	32
XV. RESOLUTION OF LABOR DISPUTES .....	34
XVI. SOCIAL PARTNERSHIP. COMPLIANCE WITH GUARANTEES OF LABOR UNION ACTIVITY .....	35
XVII. MONITORING OF THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT .....	38
XVIII. LIABILITY FOR BREACH OR NON-EXECUTION OF COLLECTIVE AGREEMENT OBLIGATIONS .....	39
LIST OF ANNEXES TO THE COLLECTIVE AGREEMENT .....	40

## I. GENERAL RULES

**1.1.** This collective agreement (hereinafter referred to as the “Agreement”) is a normative document regulating labor relations and directly related social relations between the employer and employees at the state higher education institution, the University of World Economy and Diplomacy (hereinafter referred to as the “University”).

The following shall be considered the parties to the Agreement:

- The Employer – represented by the Rector of the University, acting on the basis of the Charter;
- The Employees – represented by the Labor Union Committee.

**1.2.** The Agreement shall enter into force on 10 December 2025 and remain valid until 9 December 2028 (for a period of three years). Upon expiration of the specified term, the Agreement shall remain in force until the parties conclude a new agreement or amend and supplement the existing one.

**1.3.** The Agreement shall apply to the Employer and to all employees working under an employment contract with the University, including those hired after the Agreement enters into force as well as employees working on a part-time basis.

In cases provided for in the Agreement, certain provisions thereof shall also apply to the following:

- the employee’s family members;
- persons whose employment relationship has been terminated due to retirement;
- staff members of the Labor Union Committee
- former employees who have suffered harm due to injury, occupational disease, or other health impairment in connection with the performance of their job duties at the University;
- dependents of an employee who has died as a result of an industrial injury, occupational disease, or other health damage related to the performance of job duties, and who are disabled persons entitled to compensation for damage;
- Labor Union members (in respect of additional benefits provided from the Labor Union budget)

**1.4.** Amendments and additions to the Agreement shall be made by mutual agreement of the parties in accordance with the procedure established by the Labor Code of the Republic of Uzbekistan for its conclusion.

**1.5.** The Employer undertakes to familiarize all employees, including newly hired staff, with the Agreement and other local regulations, and to ensure transparency of information regarding the content and implementation of the Agreement (through meetings, conferences, reports by responsible staff, information boards, internal publications, etc.).

**1.6.** The Employer shall provide equal opportunities for all male and female employees, students, and other groups. This policy is implemented in accordance with the [Constitution of the Republic of Uzbekistan](#) and the [Law of the Republic of Uzbekistan No. LRU-562 dated 2 September 2019 “On guarantees with respect to equal rights and opportunities for women and men”](#) and does not permit any

restriction of opportunities or discrimination on the basis of sex. All positions and educational opportunities, salaries, scholarships, and study opportunities shall be allocated based on the principles of gender equality.

**1.7.** The Employer shall not permit discrimination in the workplace on the basis of religion, ethnicity, gender, age, race, national origin, or disability.

**1.8.** The Employer shall take all reasonable measures to prevent modern slavery, human trafficking, and child labor in the workplace.

**1.9.** The Employer shall ensure equal opportunities for each candidate during the recruitment process. The University shall assess each candidate based on their qualifications, knowledge, and skills, and it is prohibited to make any decision that restricts their rights.

**1.10.** The University shall provide equal opportunities for training and development to all engaged personnel, including foreign employees, on the basis of equal rights. In this regard, individuals engaged on an outsourcing basis shall have access to the same opportunities as core staff.

**1.11.** The University shall guarantee fair remuneration and working conditions to all engaged persons in accordance with their level of service, qualifications, and performance.

## **II. PRODUCTION AND ECONOMIC ACTIVITY**

**2.1.** The Parties recognize that the honest and high-quality performance of labor duties is the foundation of employees' well-being.

**2.2.** In accordance with the Decree of the President of the Republic of Uzbekistan No. DP-158 dated 11 September 2023 'On the Uzbekistan–2030 Strategy,' and having undertaken the obligation to provide comprehensive support for the implementation of measures aimed at the all-round development of the University, the Parties shall:

- strengthen labour discipline;
- improve work processes and enhance their quality and efficiency;
- reduce energy and resource consumption and increase labor productivity;
- agree to comply with the fundamental principles and rights in the field of labor (the right to join Labor Unions and conduct collective bargaining, the prohibition of child labor and forced labor, equal pay for men and women for work of equal value, and the principle of non-discrimination in labor relations).

**2.3.** In order to improve the University's operations, the Employer shall:

- ensure the successful operation of the University and the improvement of labor culture and discipline, enhance employees' professional skills, and prevent any reduction in tariff rates and piecework rates compared to the current levels;

- timely provide the labor collective with material and technical resources as well as financial means necessary for the implementation of the production program;

- create all necessary conditions for increasing labor productivity, adopting advanced experience, and implementing scientific and technological achievements in practice;

- inform the labor collective at least once a year about the University's

financial situation and expenditures;

- conduct professional training, retraining, and skills development for employees within the University, and where necessary, in other educational institutions;

- participate in the conclusion of the collective agreement, establish control over its implementation, and regularly provide the Labor Union committee with information on other matters provided for in the Labor Code of the Republic of Uzbekistan, other laws, the University's founding documents, collective agreements, and this Agreement;

- cooperate with the Labor Union committee within the established labor regulations, promptly consider mutual proposals and requests, and resolve labor disputes through negotiation;

- create conditions to ensure employees' participation in the management of the University in forms that do not contradict the applicable legislation;

- include representatives of the Labor Union committee in the University's governing bodies and in commissions that make decisions related to the socio-economic interests of employees;

- continuously encourage employees who make a significant contribution to improving the University's efficiency and to saving materials, energy, and other resources;

- grant Labor Union representatives at all levels unrestricted access to workplaces for the performance of their statutory duties;

- The University undertakes to fully comply with the Decree of the President of the Republic of Uzbekistan No. DP-210 dated 21 December 2023 [“On additional measures for counteraction to human trafficking and widespread introduction of the principles of worthy work”](#) and the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 349 dated 10 May 2018 [“On additional measures to eradicate forced labor in the Republic of Uzbekistan”](#).

#### **2.4. Labor Union Committee:**

- represent employees in resolving issues related to social and labor relations, as well as socio-economic problems;

- ensure that representatives of the Labor Union Committee elected to the University's governing bodies (such as the Advisory Board, Academic Council, etc.), as well as those included in commissions making decisions related to employees' socio-economic interests, carry out their activities effectively in the interests of both the University and its employees;

- contribute to the stable functioning of the University through methods typical of Labor Union activities, including the development of labor competitions among employees, increasing labor productivity, and jointly with the Employer establishing systems for rewarding high performers;

- submit proposals to the Employer regarding the improvement of forms and systems of remuneration, participation in University governance, the introduction of additional benefits (guarantees) into the Agreement based on employees' interests and the University's financial capacity, and the adoption of current and strategic socio-economic development plans and programs that facilitate the full

and high-quality performance of employees' duties under their employment contracts;

- participate in the “Best Primary Labor Union Organization for Energy and Fuel-Energy Resource Conservation” industry competition;
- initiate participation in sectoral competitions;
- carry out public oversight over the Employer's compliance with labor legislation and other regulatory legal acts.”

#### **2.5. Employees:**

- honestly and diligently perform their labor duties, observe labor discipline, and timely and properly execute the Employer's lawful orders and instructions;
- contribute to improving production efficiency, enhancing work quality, increasing labor productivity, and ensuring resource savings, and make use of best practices in the work processes of their colleagues;
- voluntarily participate in annual nationwide charitable cleanup campaigns (hashar) conducted in accordance with the relevant normative legal acts of the President of the Republic of Uzbekistan or resolutions of the Cabinet of Ministers of the Republic of Uzbekistan.

### **III. EMPLOYMENT CONTRACT. EMPLOYMENT GUARANTEES**

**3.1.** Individual labor relations between the Employee and the Employer arise on the basis of an employment contract concluded between them in accordance with the Labor Code of the Republic of Uzbekistan.

**3.2.** In cases and in the manner established by legislation or other legal acts on labor, or by the University Charter, individual labor relations arise on the basis of an employment contract as a result of the following:

- election to a position or passing a competitive selection for a relevant position;
- appointment to a position or approval for a position;
- assignment to work by authorized state bodies;
- issuance of confirmation of the right to engage in labor activity in the territory of the Republic of Uzbekistan;
- consent of both parents or of one parent (or a legal guardian);
- issuance of a court decision imposing on the employer the obligation to conclude an employment contract;
- recognition by the court of relations arising from a civil-law contract involving personal labor as individual labor relations.

**3.3.** Persons hired for employment shall undergo an introductory interview at the Labor Union Committee, where they shall be provided with information about the Labor Union. If the employee wishes to join the Labor Union, a written application for membership shall be obtained.

**3.4.** The following persons shall not be subject to a probationary period upon hiring:

- pregnant women, women with a child under the age of three, or fathers (guardians) independently raising a child under the age of three;
- persons belonging to socially vulnerable categories of the population who

are referred for employment in reserved job positions;

- graduates of higher education institutions who studied on state grants and are employed within three months from the date of graduation in a job corresponding to their specialization based on referral;
- graduates of general secondary, secondary specialized, vocational, and higher education institutions who independently obtain employment in their specialty within one year from the date of graduation;
- employees with whom an employment contract is concluded for a period of up to six months;
- persons under eighteen years of age;
- persons re-hired by the employer after their previous employment contract was terminated on specific grounds;
- trainees who have completed training with this employer under an apprenticeship contract.

A probationary period may only be established upon hiring. It is not permitted to establish a probationary period when transferring an employee to another job or when assigning them on a business trip to another employer.

**3.5.** The Employer shall ensure the timely registration of the conclusion and termination of employment contracts, as well as amendments thereto, in the interdepartmental software and hardware complex 'Unified National Labor System' in accordance with the procedure established by law.

**3.6.** Employees shall be provided with full employment in accordance with their specialty, qualifications, profession, and employment contract.

**3.7.** In cases provided for by labor legislation, other legal acts on labor, the employment contract, as well as this Agreement, while performing the work specified in the employment contract, the employee shall have the right to request changes to the terms of employment from the employer. The employer must consider the employee's application for changes to the employment conditions no later than three days from the date of its submission.

**3.8.** The employee's request for temporary transfer to another job shall be satisfied by the Employer if such request is due to valid reasons and such work is available at the University, in the following cases:

- in cases where, according to a medical report, the employee's health condition requires temporary transfer to lighter work or work that excludes harmful production factors, provided such a medical report exists;
- in cases where, according to a medical report, a pregnant woman requires temporary transfer to lighter work or work that excludes exposure to harmful production factors, provided such a medical report exists;
- in cases where one of the parents (or a guardian) caring for a child under two years of age is unable to perform their previous job;
- in other cases where such a request is based on valid reasons and such an opportunity is available with the employer.

The duration of such a transfer shall be determined by agreement of the parties.

**3.9.** Due to production necessity or downtime, the employee may be



temporarily transferred, at the initiative of the Employer and without the employee's consent, to another job not stipulated in the employment contract.

For the purposes of a temporary transfer of an employee at the Employer's initiative, production necessity, in addition to the cases specified in Part 2 of Article 145 of the Labor Code of the Republic of Uzbekistan, may include urgent and non-deferrable work required in the following situations:

- an unexpected increase in production volume;
- during the period of renewal of an outsourcing contract with another organization;
- when there are urgent orders for state needs.

The duration of a temporary transfer due to production necessity or downtime shall not exceed sixty calendar days within one calendar year.

During the period of temporary transfer at the Employer's initiative, the employee's remuneration shall be based on the work performed, but in an amount not less than the employee's previous average monthly salary.

**3.10.** Termination of an employment contract at the initiative of the employer shall be carried out only with the consent of the Trade Union Committee, except in cases provided for by the legislation of the Republic of Uzbekistan.

**3.11.** A written submission of an authorized official entitled to terminate an employment contract shall be reviewed by the Labor Union Committee in accordance with the 'Procedure for Reviewing Submissions on Termination of Employment Contracts on the Initiative of the Employer in Labor Union Bodies,' approved by Resolution No. 9-5 of 23 May 2023 of the Executive Committee of the Federation of Labor Unions of Uzbekistan.

**3.12.** If an employee refuses to undergo a mandatory medical examination, fails to comply with the recommendations issued by medical commissions based on the results of examinations, or refuses preventive vaccination introduced in accordance with the procedure established by law on the basis of a decision of the Chief State Sanitary Physician of the Republic of Uzbekistan in the event of a threat of the spread of quarantine or other dangerous infectious diseases to humans (provided there are no medical contraindications), the employer shall have the right to suspend the employee from work.

**3.13.** The Employer shall, at least two months in advance, provide the Labor Union Committee with information on the possible mass dismissal of employees and conduct consultations aimed at mitigating the consequences of such dismissals.

The Labor Union Committee shall have the right to submit to local state authorities a proposal to suspend the Employer's decision on mass dismissal of employees for a period of up to six months for consideration.

**3.14.** The Employer shall undertake to organize retraining and requalification of employees being released due to staff reduction.

**3.15.** When reducing the number of employees, the following measures aimed at mitigating the consequences of staff reduction shall be provided for:

- first of all, offering vacant positions within the University to employees being laid off in order to ensure their employment;

- limiting secondary employment and the number of temporarily employed staff, prohibiting work in multiple professions, and transferring work performed under civil-law contracts to the in-house workforce;

- allowing termination of the employment contract by mutual agreement at the employee's own request during the notice period of redundancy, with payment of monetary compensation corresponding to the notice period; in such cases, the grounds for termination of the employment contract shall remain unchanged;

- concluding agreements with the Employment Promotion Center and the "Ishga Marhamat" mono-center to organize retraining and requalification of employees being laid off;

- granting employees who have received notice of termination due to staff reduction the right, during the notice period, to be absent from work once a week, at a convenient time, with preservation of wages, in order to search for new employment.

**3.16.** When considering termination of an employment contract due to changes in technology, production and labor organization, or a reduction in the volume of work (products, services), in cases where it is determined that employees have equal qualifications and labor productivity and do not have priority rights or advantages over one another for retention in accordance with parts one and two of Article 167 of the Labor Code of the Republic of Uzbekistan, the following circumstances shall be taken into account when determining priority for retention:

- employees who have two or more dependents;

- persons who do not have other family members earning an independent income;

- employees with long-term service at this employer;

- employees who, while continuing to work, are improving their qualifications in higher, secondary specialized, or vocational education institutions under an employment contract, as well as persons who have graduated from such institutions on a full-time basis, for a period of three years after graduation, provided they work in their specialty;

- persons who have suffered a work-related injury or occupational disease while working for this organization;

- persons with disabilities;

- veterans of the 1941–1945 war and persons equated to them in terms of benefits;

- employees who have received incentives for labor achievements and have no disciplinary penalties;

- persons who have contracted radiation sickness or other illnesses related to high-level radiation exposure resulting from nuclear accidents, as well as persons who have suffered such illnesses, persons with disabilities whose condition has been linked to nuclear accidents, participants in the liquidation of the consequences of such accidents and disasters, as well as persons evacuated or relocated from such facilities and other persons equated to them.

**3.17.** In cases of termination of the employment contract, severance pay shall

be paid to employees in the following cases:

- when the employment contract is terminated at the initiative of the employer, except in cases where termination is due to the employee's culpable actions (omission), as well as cases of termination due to bank resolution (sanation);

- in cases arising from circumstances independent of the will of the parties, as provided for in points 1, 2, 6 (in the part concerning liquidation of the organization), and 9 of part one of Article 168 of the Labor Code of the Republic of Uzbekistan, except where the employer, being a natural person, is declared legally incapacitated;

- when the employment contract is terminated in accordance with points 4 and 5 of part one of Article 168 of the Labor Code of the Republic of Uzbekistan, except in cases where the established rules of hiring were violated due to the employee's fault (such as concealment of a court sentence depriving the right to hold certain positions or engage in certain activities, submission of falsified documents, etc.), or where the employee's actions resulted in circumstances that, in accordance with legislation, prevent the continuation of individual labor relations;

- when the employee refuses to continue work under new working conditions;

- when the employee refuses transfer to another job not contraindicated for health according to a medical report, or when the employer does not have a suitable job;

- when the employee refuses to relocate together with the employer to another area of work;

- when the employee refuses to continue work due to a change in the owner of the organization, its reorganization, or a change in departmental affiliation (subordination).

**3.18.** The amount of severance pay shall depend on the employee's length of service with the given employer and shall not be less than:

- 50% of the employee's average monthly salary — for employees with up to three years of service;

- 75% of the average monthly salary — for employees with three to five years of service;

- 100% of the average monthly salary — for employees with five to ten years of service;

- 150% of the average monthly salary — for employees with ten to fifteen years of service;

- 200% of the average monthly salary — for employees with more than fifteen years of service.

**3.19.** The Labor Union Committee shall have the right to participate in addressing issues related to ensuring employment at the University, protecting employees being released from work, as well as other matters concerning the protection of employees' socio-economic rights and interests (Article 27 of the Law of the Republic of Uzbekistan 'On Labor Unions').

**3.20.** The Employer, together with the Labor Union Committee, shall not involve University employees in forced labor, including landscaping and

improvement works, various agricultural activities, or compulsory subscription to newspapers and magazines, and shall exercise public oversight to prevent such cases.

#### **IV. WORKING TIME AND REST TIME**

**4.1.** At the University, the normal duration of working time for an employee shall not exceed forty hours per week in a six-day working week.

**4.2.** The following durations of the working week shall apply at the University:

- for academic staff (faculty members) – 36 hours;
- for employees engaged in work under normal working conditions and for managerial staff – 40 hours;
- for employees with Group I and II disabilities – 36 hours;
- for employees aged 16 to 18 – 36 hours.

**4.3.** For employees exposed to harmful and hazardous production factors during the labor process, a reduced working time of no more than 36 hours per week shall be established on the basis of workplace certification regarding working conditions and the risk of injury from equipment.

**4.4.** In accordance with the Labor Code of the Republic of Uzbekistan, part-time working time (part-time working day (shift) and/or part-time working week, including a split working day) may be established for an employee by agreement of the parties to the employment contract both at the time of hiring and subsequently. Part-time working time may be established for an unlimited period or for any period agreed by the parties to the employment contract.

In cases provided for by the Labor Code of the Republic of Uzbekistan or other legal acts on labor, the Employer shall be obliged to establish part-time working time for the employee.

**4.5.** When working under part-time conditions, wages are paid in proportion to the time worked or based on the volume of work performed.

**4.6.** Working under part-time conditions does not entail any limitation of the duration of the annual basic labor leave, calculation of employment seniority, or other labor rights of employees.

**4.7.** For all employees, if at least half of the established daily working (shift) time falls during night hours, the duration of night work is reduced by one hour. In this case, the working week is reduced accordingly, and the reduced time is not compensated later.

**4.8.** Where necessary due to working conditions, as well as in shift work under a six-day working week, the duration of night work may be equalized with the duration of daytime work.

**4.9.** In cases where required due to the specific nature of the work, as well as when work is performed with uneven intensity during the working day (shift), the working day may be divided into parts. If a break exceeding two hours is established during the working day, the working day is considered to be divided into parts.

**4.10.** For security guards of the service personnel department, the working

time (shift) is set at no more than 12 hours per day, and a summarized accounting of working time is introduced. In this case, compliance with the monthly working time balance is ensured.

**4.11.** During cold seasons, employees working outdoors or in unheated indoor spaces are provided by the Employer with the opportunity to use special breaks in accordance with the University's internal labor regulations. For this purpose, a heated room is allocated at the workplace. These breaks are included in paid working time.

These breaks are provided for at least 15 minutes after each hour of work.

This rule also applies to employees working outdoors or in non-air-conditioned indoor spaces during hot seasons when the outside temperature exceeds 30 degrees Celsius.

**4.12.** In addition to the cases provided for in Article 202 of the Labor Code of the Republic of Uzbekistan, the following periods of release from labor duties of employees are also not included in rest time:

- participation in the work of elected bodies of Labor Unions and commissions on social and labor issues;
- participation in the work of commissions established by decisions of state authorities and administration;
- submitting reports and receiving assignments to higher-level Labor Union bodies;
- yuqori kasaba uyushmasi organiga hisobot topshirish, yo'llanmalar olish;
- participation in events defined by the Labor Union charter (Committee, Presidium, Executive Committee, Plenum meetings, round tables, seminars, conferences, and other events).

**4.13.** Employees are guaranteed breaks as provided for in Article 205 of the Labor Code of the Republic of Uzbekistan.

**4.14.** A six-day working week is applied at the University, and Sunday is considered the general rest day.

**4.15.** If the normal functioning of the University depends on the urgent execution of unforeseen work, employees may be engaged to work on rest days and non-working holidays only with their written consent.

If the subsequent normal functioning of the organization or its individual structural units depends on the urgent execution of unforeseen specific work, the list of such work includes the following:

- Execution of urgent assignments issued within their authority by higher-level organizations, as well as by state authorities and administration bodies;”
- Participation in international conferences (as necessary)
- Various events held at the University.

**4.16.** Payment for annual leave shall be made no later than the last working day preceding the start of the leave.

**4.17.** An employee shall be granted an additional annual labor leave of two calendar days for every five years of service in a single organization or sector, but not exceeding a total of eight calendar days per year.

In this case, the length of service in a single organization or sector giving the right to the additional annual labor leave specified in the first part of this clause shall include length of service in other organizations or sectors.

**4.18.** The duration of basic and additional leave granted to University employees shall be determined in accordance with Annex No. 2.

**4.19.** In addition to the periods provided for in Article 226 of the Labor Code of the Republic of Uzbekistan, the following shall be included in the length of service giving entitlement to annual basic leave, as well as in the length of service in a single organization or sector giving entitlement to annual basic leave and additional leave for long-term service in a single organization or sector:

- Time spent on unpaid leave ranging from two weeks to three months during the working year;

- In cases where an employment contract is reinstated with an employee who was previously sent to another employer on a temporary assignment for less than one calendar year, if the employee was not granted leave at the organization where they were temporarily assigned;

- Time of social leave granted in accordance with this Agreement.

**4.20.** In addition to the categories of employees provided for in Article 227 of the Labor Code of the Republic of Uzbekistan, the following employees shall, at their request, be granted annual leave before the completion of six months of work:

- employees registered with socially significant diseases;

- persons caring for an ill family member;

- employees wishing to take leave simultaneously with their spouse's annual leave;

- persons employed at the University upon the Employer's invitation.

**4.21.** In addition to the categories of employees provided for in Article 228 of the Labor Code of the Republic of Uzbekistan, annual leave shall be granted to the following employees at a time convenient for them upon their request:

- women — before or after maternity and childbirth leave;

- employees on childcare leave — before or after such leave;

- persons raising one or more children under fourteen years of age (or a child with a disability under sixteen years of age), including single parents (including widows, widowers, divorced persons, wives of servicemen on compulsory military service, and guardians or persons replacing parents);

- persons with disability of Group I or II;

- participants of the 1941–1945 war and persons equated to them in terms of benefits;

- persons studying in educational institutions without interruption from work, if they wish to schedule their annual leave to coincide with examinations, tests, credits, final qualification works, master's theses, course and laboratory work, and other academic requirements;

- persons awarded the honorary badge “Honorary Donor of the Republic of Uzbekistan”;

**4.22.** The Parties have agreed, in the interests of academic staff (professors and lecturers), to grant annual leave in parts. In this case, at least 8 calendar days of

leave shall be provided during the students' winter vacation period. The remaining part of the annual leave shall be granted during the summer vacation period. The division of annual leave into parts shall apply to professors and lecturers working at the University.

**4.23.** In addition to the categories of employees provided for in Article 229 of the Labor Code of the Republic of Uzbekistan, employees shall have the right to postpone their annual labor leave to another period in the following cases:

- during a period of temporary incapacity for work;
- when the period of maternity and childbirth leave begins;
- when annual labor leave coincides with study leave;
- when performing state or public duties, if legislation provides for exemption from work for the performance of such duties.

**4.24.** Upon termination of the employment contract (except in cases where the employment contract is terminated due to the employee's guilty actions (omissions)), unused annual leave shall be granted on the basis of the employee's written application, followed by termination of the employment relationship.

**4.25.** The Employer undertakes to satisfy the employee's request for paid social leave in the following cases:

- in the event of the death of a close relative – 3 days;
- for holding a wedding ceremony of the employee or their children – 3 days;
- for the father in connection with the birth of a child – 5 days;
- on the day of receiving vaccination against coronavirus infection – 1 day;
- when sent for pilgrimage or travel to historical sites, monuments, and places of significance in the Republic – 1 day.

Parents, siblings, children, and the spouse of the employee are considered close relatives.

**4.26.** An employee may be granted partially paid leave, the maximum duration of which shall not exceed 15 calendar days per calendar year.

The issue of granting partially paid leave to an employee and its duration shall be decided in each specific case by agreement of the parties to the employment contract. The employee's consent to such leave shall be expressed through a written application submitted to the employer.

**4.27.** The employer shall be obliged to grant partially paid leave to an employee upon request in the following cases:

- during the period when pandemic-related quarantine restrictions are in force;
- when, due to valid reasons, the employee is unable to return from a foreign trip after the expiration of annual leave;
- when repair works are being carried out at the employee's home to eliminate an emergency situation.

**4.28.** During partially paid leave, the amount of partially paid wages shall not be less than 50 percent of the employee's average salary. The period of partially paid leave shall be included in the length of service giving entitlement to annual paid leave.

Upon the employee's written request, unpaid leave may be granted, the duration of which shall be determined by agreement between the employee and the

employer, but it shall not exceed three months in total within a calendar year, whether continuous or cumulative, starting from the date of the last unpaid leave granted.

**4.29.** Xodimning yozma arizasiga ko‘ra unga ish haqi saqlanmaydigan ta‘til berilishi mumkin bo‘lib, uning davomiyligi xodim va ish beruvchi o‘rtasidagi kelishuvga ko‘ra belgilanadi, lekin u ish haqi saqlanmaydigan oxirgi ta‘til berilgan kundan e‘tiboran kalendar yil davomida uzluksiz yoki jamlangan holda uch oydan oshmasligi kerak.

If not otherwise provided by law, during periods of quarantine measures, declared emergency situations, and other cases posing a threat to the life or normal living conditions of the population or part thereof, the continuous or cumulative duration of unpaid leave may be extended upon the employee’s written request, but not exceeding six months in total.

**4.30.** In addition to the categories of employees specified in Article 242 of the Labor Code of the Republic of Uzbekistan, unpaid leave of up to 14 calendar days per year shall be granted at the employee’s request in the following cases:

- participants of the 1941–1945 war and persons equated to them in terms of benefits — up to 14 calendar days per year;
- persons with Group I or II disability — up to 14 calendar days per year;
- one of the parents (guardian, grandmother, grandfather, or other relative) actually caring for a child aged two to three years;
- one of the parents (or a substitute parent) raising two or more children under twelve years of age or a child with a disability under sixteen years of age — up to 14 calendar days per year;
- members of young families under the age of 30 — up to 14 calendar days per year;
- working pensioners — up to 14 calendar days per year;
- persons unable to return from a foreign trip after the expiration of annual leave due to valid reasons — up to 14 calendar days per year;
- employees registered with socially significant diseases — up to 14 calendar days per year.

## **V. LABOR REMUNERATION. LABOR STANDARDIZATION. GUARANTEED PAYMENTS AND COMPENSATION PAYMENTS**

**5.1.** The University uses tariff-based wage systems.

**5.2.** When a tariff wage system is applied, salaries are paid in accordance with the procedure established by the Unified Tariff Scale for remuneration.

All employees have the right to receive equal pay for the same or equivalent work. Gender, age, race, ethnic and social origin, disability, religion, political beliefs, and other personal characteristics shall not affect the amount of wages.

If employees consider their wages to have been reduced or incorrectly determined, they have the right to file a complaint with the Labor Union Committee’s Commission on Individual Labor Disputes. In addition, in cases of partial satisfaction or rejection of the claim, they have the right to submit an appeal for reconsideration.”



**5.3.** If the Government of the Republic of Uzbekistan adopts a decision to further improve the Unified Tariff Scale for wages, the University's tariff scale shall also be revised accordingly.

**5.4.** At the University, it shall be ensured that employees holding the lowest positions are classified under the 1st grade of the Unified Tariff Scale for wages (tariff coefficient — not less than 1.000).

**5.5.** The average salary at the University shall not be less than 1.5 times the minimum wage established in the Republic of Uzbekistan. In this case, the basic (base) portion of an employee's salary shall not be less than 50 percent.

**5.6.** Payment deadline for wages:

- for the first half of the month - on the 15th day of the current month;
- for the second half of the month - on the 5th day of the following month.

If the payment day falls on a weekend or public holiday, wages shall be paid on the preceding working day.

Each employee shall be informed in writing about the components of the wage payable for the relevant period, the amounts withheld and the grounds for such deductions, as well as the total amount to be paid.

**5.7.** With the employee's written consent, wages may be transferred to their bank card.

**5.8.** Overtime work shall be paid at not less than one and a half times the normal rate for the first two hours per day, and not less than twice the normal rate for the portion exceeding two hours per day (for work under unfavorable working conditions — not less than twice the rate for each hour).

At the employee's request, overtime work may be compensated by providing additional rest time equivalent to the duration of overtime work instead of increased pay. In such cases, overtime work shall be paid at the normal rate, and the additional rest time shall be unpaid."

**5.9.** Work on rest days or non-working public holidays shall be paid at not less than double the normal rate.

At the employee's request, work on a rest day or public holiday may be compensated by granting another day off. In such cases, the work shall be paid at not less than the single rate, and the substituted rest day shall be unpaid.

**5.10.** The introduction, replacement, and revision of labor standards shall be carried out by the Employer in agreement with the Labor Union Committee. Employees must be notified of the introduction, replacement, or revision of labor standards at least two months before they come into effect.

**5.11.** The validity period of temporary labor norms may be extended by the Employer in agreement with the Labor Union Committee.

**5.12.** The Employer shall be obliged to make guaranteed payments, guaranteed additional payments, and compensation payments provided for in the relevant parts of Articles 280, 281, and 286 of the Labor Code of the Republic of Uzbekistan, as well as other guaranteed payments, guaranteed additional payments, and compensation payments established by collective agreements and this Agreement.

**5.13.** The Employer shall be obliged to provide the following guaranteed additional payments:

- in case of downtime not caused by either the Employer or the employee, payment of at least two-thirds of the tariff rate (salary), calculated in proportion to the duration of the downtime;

- when labor norms or job duties are not fulfilled for reasons beyond the control of both the Employer and the employee, retention of at least two-thirds of the tariff rate (salary), calculated in proportion to the actual time worked by the employee.

In addition to the guaranteed additional payments provided for in Part One of Article 281 of the Labor Code of the Republic of Uzbekistan, the Employer shall also provide other guaranteed additional payments established by internal documents adopted in agreement with the Labor Union Committee.

**5.14.** In the case of a business trip, the employer shall be obliged to reimburse the employee for the following expenses:

- travel expenses;
- accommodation expenses;
- additional expenses related to living outside the permanent place of residence (daily allowance);
- other expenses incurred by the employee with the employer's permission or consent.

In this case:

- if travel documents are not available, reimbursement of travel expenses shall be made at a rate of at least 0.15% of the base calculation value per kilometer;

- daily allowances shall be set at not less than 0.30 times the base calculation value;

- the reimbursement for hotel accommodation per day shall not exceed 2 times the base calculation value;

- if there are no supporting documents for accommodation expenses, reimbursement shall be made at 20% of the base calculation value for each day.

**5.15.** Compensations for business trips outside the Republic of Uzbekistan shall be paid in accordance with the Regulation 'On the Procedure for Providing Funds for Business Trip Expenses for Employees of State Bodies and Organizations When Sent on Business Trips Outside the Republic of Uzbekistan,' approved by Order No. 92 of the Minister of Finance of the Republic of Uzbekistan dated October 19, 2015 (registered with the Ministry of Justice on November 19, 2015, No. 2730).

**5.16.** In order to strengthen the material interest of the workforce and individual employees in applying progressive forms of labor organization, improving work quality, and enhancing professional skills, the Employer, in agreement with the Labor Union Committee, may establish other types of bonuses (for example, for high professional skill, long-term continuous service, high achievements in work, complexity of performed work, or for particularly important tasks).

**5.17.** Employees sent by the Employer for professional training, retraining,

advanced training, or internships shall be paid compensation (daily allowance) for living outside their place of residence.

**5.18.** Bonuses for employees shall be awarded in accordance with the Regulation ‘On the Procedure for Material Incentives for the Teaching Staff and Administrative, Managerial, Educational-Methodological, Technical, and Service Personnel of UWED from Budgetary and Extra-Budgetary Funds,’ approved by Order No. 421-k dated December 28, 2020.

**5.19.** Additional payment for employees working in multiple professions or positions, expanding their service area, or increasing workload shall be determined by agreement of the parties in the employment contract, but shall not exceed 50% of the salary (tariff rate) of the combined position (in accordance with the Regulation approved by Resolution No. 297 of the Cabinet of Ministers of the Republic of Uzbekistan dated October 18, 2012).

**5.20.** For employees in relevant professions, sectoral coefficients increasing tariff rates shall be established for certain types of technological work, industries, and types of economic activity (not lower than those approved by Resolution No. 743 of the Cabinet of Ministers of the Republic of Uzbekistan dated September 6, 2019).

**5.21.** The Employer, in agreement with the Labor Union Committee, shall pay annual bonuses based on year-end results in accordance with the relevant Regulation.

**5.22.** In accordance with Resolution No. 1030 of the Cabinet of Ministers of the Republic of Uzbekistan dated December 24, 2019, employees holding academic degrees and titles shall receive additional monthly payments to their official salaries as follows:

- for employees with a Candidate of Sciences or Doctor of Philosophy (PhD) degree (or equivalent foreign degrees) — up to 30% of the official salary;
- for employees with a Doctor of Science degree (or equivalent foreign degree) — up to 60% of the official salary.

**5.23.** In accordance with Convention No. 100 of the International Labour Organization on Equal Remuneration for Men and Women Workers for Work of Equal Value, work performed by men and women under different conditions, requiring different skills and qualifications, and involving different responsibilities but having equal value shall be remunerated equally.

**5.24.** Remuneration of motor vehicle drivers shall be carried out in accordance with the Regulation ‘On General Conditions of Remuneration for Motor Transport Drivers,’ registered by the Ministry of Justice of the Republic of Uzbekistan on January 23, 2019, No. 3130.

**5.25.** Based on its financial capacity, the Employer shall provide material incentives to University employees on public holidays established by the Labor Code of the Republic of Uzbekistan. The amount of such incentives for each employee shall be determined in relation to the minimum wage.

**5.26.** In order to ensure fair and equal remuneration for all employees in accordance with their labor and job duties, the Employer undertakes to:

- review wages and take measures to eliminate discrepancies if inconsistencies with established criteria are identified;
- consider applications and appeals for review within three days;
- comply with legal requirements regarding the minimum wage and other payments established in the Republic of Uzbekistan

## **VI. LABOR DISCIPLINE**

**6.1.** The parties undertake to ensure and monitor that employees perform their job duties in accordance with employment contracts, regulations on structural divisions, job descriptions, codes of conduct, the University Charter, and Internal Labor Regulations.

It is the employer's obligation to familiarize employees with documents establishing internal discipline. Disciplinary measures may not be applied to an employee for violating rules with which they have not been acquainted.

**6.2.** The Employer and the Labor Union Committee may:

- nominate employees for sectoral and state awards for their achievements at work;
- reward employees for their labor achievements and on jubilee dates (upon reaching the ages of 50, 55, 60, 65, and 70) with monetary bonuses, letters of appreciation, valuable gifts, and travel opportunities;
- provide vouchers to sanatorium-preventive institutions of the Federation of Labor Unions of Uzbekistan, as well as to sanatoriums and recreation facilities located within the Republic of Uzbekistan and abroad.

**6.3.** The Labor Union Committee shall assist in ensuring that employees comply with internal labor regulations, maintain labor discipline, and perform their job duties in a timely and high-quality manner.

**6.4.** Employees are required to comply with internal labor regulations, the established work schedule, labor discipline, and the dress code.

## **VII. MATERIAL LIABILITY OF THE PARTIES TO THE EMPLOYMENT CONTRACT**

**7.1.** Material liability of the parties to an employment contract is a form of legal liability that entails the obligation of one party to compensate the other party for damage caused, in accordance with the procedure established by law. In this case, the employer's contractual liability toward the employee must not be less than that provided for in the Labor Code of the Republic of Uzbekistan, while the employee's liability toward the employer must not exceed that provided for in the Labor Code of the Republic of Uzbekistan.

**7.2.** The employer, in addition to the cases provided for in Article 320 of the Labor Code of the Republic of Uzbekistan, shall also compensate the employee for unpaid wages in the following cases:

- unlawful full or partial deprivation of guaranteed payments and additional payments, compensatory additional payments and allowances, incentive additional payments and allowances, as well as bonuses;

- unlawful reduction of key performance indicators (KPIs).

**7.3.** In case of harm to the employee's health, the amount of the one-time benefit paid by the employer shall be not less than one annual salary calculated based on the employee's average monthly wage.

**7.4.** In case of death of a breadwinner due to a work-related injury or occupational disease, the amount of the one-time benefit paid by the employer shall be not less than six times the deceased employee's average annual salary.

**7.5.** If the employer violates the deadlines for payment of wages, vacation pay, termination payments, and/or other payments due to the employee, the employer shall pay them together with interest (monetary compensation) for each day of delay, calculated based on the refinancing rate of the Central Bank of the Republic of Uzbekistan effective at that time, from the day following the payment deadline up to and including the day of actual settlement.

The amount of monetary compensation payable to the employee shall be set at not less than 10 percent of the Central Bank refinancing rate of the Republic of Uzbekistan. The obligation to pay this monetary compensation arises regardless of whether the employer is at fault for the delay in wages or other payments due to the employee.

**7.6.** An employee who directly handles cash or material valuables shall bear full financial liability for failure to ensure the safety of the valuables entrusted to them, based on a special written agreement.

**7.7.** The list of categories of employees with whom agreements on full financial liability must be concluded is provided in Appendix 6.

## **VIII. OCCUPATIONAL SAFETY AND HYGIENE**

### **8.1. Employer's Obligations:**

Annual funds for occupational safety shall be included in the University's annual budget estimate. These funds shall be used for special clothing, special footwear, other personal protective equipment, and hygiene supplies. All planned and agreed funding amounts shall be increased proportionally during the term of the Agreement in line with increases in the minimum wage.

**8.2.** An occupational safety agreement shall be concluded (including improvement of working conditions and occupational safety measures, sanitation and health improvement plans, and related budget estimates) and attached to the collective agreement (Appendix 1).

**8.3.** The employer shall allocate occupational safety funds in the amount established by legislation, this Agreement, and collective agreements or other internal regulatory documents, without burdening employees. A separate occupational safety fund may also be established to finance measures aimed at improving working conditions and safety.

**8.4.** The employer must ensure working conditions that meet safety and hygiene requirements. Occupational safety requirements are established by legislation and technical regulatory documents. The employer shall develop normative requirements adapted to each workplace.

**8.5.** The employer shall regularly update working conditions in response to changes in work processes and increased safety requirements, in order to protect employees' life and health and maintain their working capacity.

**8.6.** Each employee shall be informed about workplace conditions, including production environment, work and rest regimes, benefits and compensation payments, and compliance with personal and collective protective equipment requirements.

**8.7.** In organizations with 50 or more employees, an occupational safety service shall be established or a qualified occupational safety specialist shall be appointed to ensure compliance and supervision.

In organizations with 50 or more vehicles, a road safety service or specialist shall also be appointed.

The employer may also outsource occupational safety services through professional service providers.

**8.8.** By February 1 each year, the employer shall analyze occupational injuries and occupational diseases from the previous year and evaluate implementation of safety and sanitation measures.

**8.9.** The employer shall provide and maintain occupational safety rooms, automated tools, training equipment, visual aids, posters, and other materials.

**8.10.** The employer shall ensure readiness of the University for the autumn-winter season annually by August 25 (or October 1) and maintain proper functioning of sanitary facilities.

**8.11.** The employer shall insure employees against workplace accidents and occupational diseases, conduct workplace risk assessments, and organize mandatory pre-employment and periodic medical examinations at no cost to employees.

**8.12.** The employer shall prepare a list of professions entitled to free hygiene supplies for employees working in harmful or hazardous conditions and ensure provision according to Appendix 4.

**8.13.** Employees shall be provided free of charge with milk (or equivalent products), preventive dietary food, salted carbonated water (for hot workplaces), special clothing, sanitary clothing, special footwear, and other protective and hygiene items according to established norms.

**8.14.** The employer shall ensure cleanliness of the workplace, proper arrangement of walkways and passages, and safety of internal transport use.

**8.15.** Managers and engineering-technical staff shall strictly comply with occupational safety, technological discipline, and maintenance schedules. Equipment and pipelines must be marked in accordance with regulatory color standards.

**8.16.** The employer shall organize employees' attendance at occupational safety briefings, training, retraining, professional development, and knowledge assessment in occupational safety matters. The employer shall ensure and continuously supervise that employees are timely instructed based on the guidelines developed for each profession and type of work. For all newly hired employees, employees transferred to another position, as well as re-employed staff,

the employer is obliged to provide occupational safety instruction and organize training on safe methods and techniques of work performance, as well as on providing assistance to victims of workplace accidents.

**8.17.** The employer shall organize the training of elected occupational safety representatives within one month after their election with the participation of the Labor Union committee.

**8.18.** The employer shall allocate at least two hours of working time per week to the authorized occupational safety representative for the performance of the duties assigned to them, and shall preserve the average monthly wage for this time based on the employee's workplace (position). The employer shall provide moral and material incentives to representatives who demonstrate initiative in improving working conditions and shall award them bonuses at the end of each quarter.

**8.19.** The employer shall assume the obligation to ensure the safety of employees in the use of buildings, structures, equipment, in the implementation of technological processes, as well as in the use of raw materials and materials in production, and in the performance of work and provision of services.

**8.20.** The employer shall ensure timely payment of monthly payments to persons who are entitled to receive benefits and compensation payments provided for damages caused to employees due to injury, occupational disease, or other harm to health related to the performance of their labor duties.

**8.21.** In cases where an employee suffers a production-related injury or loses temporary working capacity as a result of occupational disease, the employer shall make wage payments in the established order and amount.

**8.22.** Occupational accidents and other forms of harm to employees' health related to the performance of their labor duties, as well as occupational diseases, shall be investigated and recorded in accordance with the established procedure. With respect to persons performing work (providing services) under civil-law contracts, occupational accidents, other harm to health, and occupational diseases shall also be investigated and recorded in accordance with the established procedure.

**8.23.** The employer shall establish and ensure the functioning of a system of occupational safety management, as well as working conditions that comply with regulatory requirements for occupational safety.

**8.24.** The employer shall timely review instructions and submissions from relevant Labor Union bodies and other employee-elected representatives regarding violations of labor legislation and other legal acts on labor, and shall inform these bodies and representatives about the measures taken to eliminate the identified violations and the implementation of such measures.

**8.25.** In cases where the employee's life is endangered, quarantine measures are being implemented, or a state of emergency is introduced, the employer shall ensure compliance with the "Temporary sanitary rules and technical requirements for organizing the activities of state bodies and other organizations, as well as business entities, under conditions of restrictive measures during the COVID-19 pandemic" (Sanitary Rules and Norms No. 0372-20).

**8.26.** Labor Unions carry out the protection of employees' rights and lawful interests in the field of occupational safety and hygiene.

Labor Unions, as well as persons authorized by employees in the field of occupational safety, shall have the following rights:

- to obtain information from the heads and other officials of organizations regarding working conditions and occupational safety, as well as about all workplace accidents and occupational diseases;
- to participate in the investigation of workplace accidents and occupational diseases;
- to suspend work in cases where there is a threat to the life and health of employees, as well as to submit proposals to the employer for eliminating violations of occupational safety requirements;
- to study the state of occupational safety and monitor the employer's compliance with obligations on occupational safety provided for in collective agreements and arrangements;
- to participate as independent experts in commissions for the testing and acceptance into operation of production facilities and production equipment, and to participate in meetings of medical-labor expert commissions;
- to participate in the development of draft normative documents in the field of technical regulation and regulatory legal acts on occupational safety issues;
- to apply to relevant authorities with requests to hold accountable persons guilty of violating occupational safety requirements or concealing facts of workplace accidents;
- to apply to court to protect the rights of employees in cases of compensation for damage caused by injury or other harm to health in connection with the performance of labor duties, as well as in other cases where employees' rights to health and occupational safety are restricted;
- to participate in the consideration of labor disputes related to violations of legislation on occupational safety, collective agreements and arrangements, as well as changes in working conditions.

**8.27.** The employer, in cooperation with the Labor Union Committee:

- determines the composition of occupational safety commissions within the organizational structure of the institution, and ensures the timely organization of their election and training (with specified training periods and programs);
  - ensures the implementation of administrative-public control over the state of occupational safety at three levels within the organization and its structural units;
- The employer shall comply with the requirements of the International Labour Organization Convention No. 187 on the Promotional Framework for Occupational Safety and Health.

## **IX. TRAINING, RETRAINING, AND PROFESSIONAL DEVELOPMENT OF EMPLOYEES**

**9.1.** In cases where an employee is sent for mandatory as well as voluntary retraining or professional development, the Employer shall be obliged to retain the



employee's workplace (position) and the average wage for the period of retraining or professional development.

In cases where training sessions in retraining or professional development courses are conducted on rest days, no additional rest day shall be granted after completion of these courses, except for cases where the employee was specifically sent to such courses on rest days.

The forms of employee retraining and professional development, as well as the list of required professions and specialties, shall be determined by the Employer.

**9.2.** During professional training, retraining, and professional development, employees shall comply with the rules established by the educational institution and shall submit the results of their professional training, retraining, and professional development to the Employer.

During professional training, retraining, and professional development, employees may also be subject to other obligations established by the Labor Code of the Republic of Uzbekistan, other regulatory legal acts, this Agreement, and the employment contract.

**9.3.** Employees who are studying in educational institutions without being released from their employment contract and who are fulfilling their curriculum shall be provided with guarantees as provided for in the Labor Code of the Republic of Uzbekistan.

## **X. SPECIAL FEATURES OF REGULATING THE LABOR OF WOMEN AND PERSONS PERFORMING FAMILY RESPONSIBILITIES, AS WELL AS ADDITIONAL BENEFITS AND GUARANTEES PROVIDED TO THEM**

**10.1.** One of the parents (or guardian) of a child under three years of age working at the University shall be assigned a reduced working time duration of 35 hours per week.

**10.2.** The period during which persons engaged in family responsibilities are on childcare leave until the child reaches the age of 3 shall be included in the employment record and shall grant the right to subsequent paid annual leave.

**10.3.** One of the parents (or guardian) of a child under two years of age shall be granted additional breaks for feeding the child, in addition to rest and meal breaks. These breaks shall be provided at least every three hours, each lasting not less than thirty minutes.

In the case of having two or more children under the age of two, the duration of the break shall be at least one hour.

Breaks for feeding the child shall be included in working time and shall be paid based on the average wage.

In order to ensure the possibility of continuous education and employment activities for students, employees, and academic staff who have recently become mothers (or fathers), the employer shall establish a childcare center within the university premises and provide free access to it. This center shall ensure a safe and comfortable environment for children of mothers (or fathers), thereby guaranteeing their full participation in the educational process and work activities.

### **10.4. Employer's Obligations:**

- to ensure training of women whose jobs are being reduced in professions that are in demand in the labor market;
- to create opportunities for women to exercise their right to professional development and additional education;
- to contribute to the implementation of the "Strategy for Achieving Gender Equality in the Republic of Uzbekistan until 2030."

**10.5.** The Parties undertake to ensure compliance with, and provision of benefits provided for in, the Law of the Republic of Uzbekistan "On Guarantees of Equal Rights and Opportunities for Women and Men," including:

- assigning the responsibilities of ensuring equal rights and opportunities for women and men to an authorized person of the University and its structural units;
- creating equal rights and opportunities for women and men in hiring and career advancement;
- eliminating inequality in remuneration between women and men.

## **XI. ADDITIONAL BENEFITS AND GUARANTEES FOR YOUTH**

**11.1.** In order to further increase the effectiveness of young specialists' participation in the work and development of the University, and to strengthen the socio-economic protection of youth, the Parties have agreed on the following:

- to comply with the International Labour Organization Convention No. 138

on the Minimum Age for Admission to Employment and Convention No. 182 on the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, and to carry out targeted activities to prohibit the worst forms of child labour;

- to actively participate in the implementation of the Program of Additional Measures aimed at implementing state youth policy;

- to establish a council of young specialists and organize professional skills competitions among young employees and specialists;

- to carry out vocational training, retraining for other professions, and professional development for young employees at the University itself, and where necessary, in educational institutions and training courses;

- to assist young employees in improving their knowledge by organizing training aimed at mastering modern knowledge, foreign languages, and computer literacy, and to form a personnel reserve from among them;

- to encourage young people who achieve high performance in the labor process and who are active and energetic in Labor Union activities;

- to ensure the active participation of young employees in cultural and educational events and professional skills competitions.

**11.2.** In accordance with legislation, for the purposes of this Agreement, the terms “youth,” “young family,” and “young specialist” shall be used as defined in the Law of the Republic of Uzbekistan [“On State Youth Policy”](#) based on Law No. LRU-406.

**11.3.** Employer’s Obligations:

- to provide additional benefits to persons under eighteen years of age, as well as graduates of vocational education institutions, in the areas of occupational safety, working time, leave, and other working conditions, and to ensure their health improvement;

- to carry out targeted work on the training of young specialists in vocational education institutions and their recruitment to the University;

- to act as a guarantor for young employees and young families in obtaining long-term loans provided by banks;

- to educate talented young personnel of the University in relevant fields at foreign higher education institutions, and to cover tuition contract fees either from wages or from the University’s funds.

**11.4.** Obligations of the Labor Union Committee

- to use the existing legal and regulatory framework to further improve the protection of labor rights and social guarantees of young employees;

- to carry out work on involving young men and women in Labor Union activities, and to systematically encourage young people who demonstrate activity in public work through moral (awarding honorary certificates, letters of appreciation, publishing encouraging articles about them in newspapers) and material incentives;

- to work on ensuring the retention of newly hired young employees in their workplaces;

- to keep records of each young specialist upon their hiring and to monitor

their professional development within the University itself, and where necessary, through training courses;

- to widely implement cultural-educational, moral, physical education, and sports activities among young employees at the University in order to prevent negative situations in the work activity of young people, including loss of confidence in the future, and to foster a sense of satisfaction with wages and working conditions;

- to introduce and implement the “Youth Tribune” and “Free Thought” mechanisms, and within them to organize conditions for young employees to freely express their opinions (regarding working conditions, workplace environment, ideas that improve collective performance, inappropriate behavior of managerial staff, cases of discrimination, etc.), both directly and anonymously through written submissions placed in transparent boxes.

## **XII. VARIOUS FEATURES OF REGULATING THE LABOR OF CERTAIN CATEGORIES OF EMPLOYEES**

**12.1.** Persons with disabilities shall use additional benefits established by law in the fields of occupational safety, working hours, leave, and other working conditions.

**12.2.** For employees working on a part-time basis (secondary employment), remuneration systems and forms of payment, bonuses, additional payments, allowances, and incentive payments shall be carried out in accordance with the procedure established for employees whose work is considered their primary employment.

**12.3.** If, due to the specific nature of the work performed at a stationary workplace, it is not possible to transfer or temporarily transfer the employee to remote work on the grounds provided for in Article 454 of the Labour Code of the Republic of Uzbekistan, and it is not possible to establish part-time work for such employee, the period during which the employee does not perform their labour duties shall be considered downtime due to reasons beyond the control of both the employer and the employee, and shall be paid at not less than two-thirds of the tariff rate (salary) for that period.

**12.4.** The procedure and time limits for providing remote workers under an employment contract for the performance of their duties with necessary equipment, software and technical tools, information protection tools and other means; the procedure and time limits for submitting reports on work performed by remote workers; the amount, procedure and timing of compensation for the use of equipment, organizational and technical devices, software and technical tools, communication tools, information protection tools, and other means owned or rented by remote workers; as well as the procedure for reimbursement of other expenses related to remote work, shall be regulated by the Regulation on Remote Work.

**12.5.** The duration of annual paid leave for a remote worker shall be established at not less than 21 calendar days.

### **XIII. ADDITIONAL SOCIAL INSURANCE, SOCIAL BENEFITS, AND GUARANTEES**

**13.1.** The Parties undertake to develop measures and ensure strict implementation of annual socially oriented State programs adopted at the initiative of the President of the Republic of Uzbekistan.

**13.2.** The employer shall pay temporary disability benefits in the amount of 100 percent of the average wage, regardless of the length of service, to the following categories:

- international soldiers;
- employees who have three or more children under the age of 16 (or under 18 if they are students);
- employees who participated in the liquidation of the consequences of the accident at the Chernobyl Nuclear Power Plant;
- employees evacuated or relocated from radioactive contamination zones as a result of the Chernobyl Nuclear Power Plant accident, and those suffering from diseases of the hematopoietic organs (acute leukemia), thyroid gland diseases (adenoma, cancer), and malignant tumors;
- employees who are temporarily incapacitated due to work-related injury or occupational disease.
- in cases of pandemics, technogenic, natural, and environmental emergencies, to parents (or persons replacing them, guardians, trustees) who have been placed under quarantine due to infection or suspected infection caused by such emergencies and who are caring for a child under the age of 14.

For employees registered with socially significant diseases (tuberculosis, oncological diseases, newly emerging malignant tumors, sexually transmitted diseases, HIV/AIDS, leprosy, mental illnesses), temporary disability benefits shall be paid depending on the length of total work experience in the following amounts:

- to employees with a total work experience of 8 years or more — in the amount of 100 percent of the average monthly wage;
- to employees with a total work experience from 5 to 8 years — in the amount of 80 percent of the average monthly wage;
- to employees with a total work experience of up to 5 years — in the amount of 60 percent of the average monthly wage.

For other employees, temporary disability benefits shall be paid in the following amounts:

- to employees with a total work experience of 8 years or more, as well as to true (full) orphans under the age of 21 — in the amount of 80 percent of the average monthly wage;
- to employees with a total work experience of less than 8 years — in the amount of 60 percent of the average monthly wage.

**13.3.** The Employer undertakes to ensure that employees are vaccinated at least once a year against diseases with epidemic risk at the expense of the University (except for employees for whom such vaccination is not possible for medical reasons).

**13.4.** In the event of the death of an employee's father, mother, or close

relative, the Employer shall provide financial assistance in the amount of three times the minimum wage established in the Republic of Uzbekistan, or pay for funeral services within this amount through a contract with a funeral service provider or via transfer or corporate card.

**13.5.** In the event of the death of an employee due to reasons not related to the performance of labor duties, financial assistance shall be provided to the employee's family from the University's funds in an amount not less than five times the minimum wage established in the Republic of Uzbekistan.

**13.6.** Every year in the autumn season, the Employer shall ensure the payment of financial assistance to University employees in the amount equal to three times the minimum wage established in the Republic of Uzbekistan for the purchase of agricultural products.

**13.7.** An employee who has worked at the University for 5 years or more, upon retirement due to age (or disability), shall be paid financial assistance in the amount of one times their official salary (average wage) and shall be presented with a valuable gift. (In this case, it does not matter whether the employee retires upon reaching the retirement age or later.)

**13.8.** On the occasion of November 11 — “Labor Unions Day,” all Labor Union members shall be awarded (incentivized) at the expense of Labor Union funds.

**13.9.** In order to support the younger generation, the Parties undertake the following:

- annually organize the provision of New Year gifts for employees' children at the expense of the University;
- ensure that employees' children have access to recreation in children's health camps;
- cover, at the expense of the Labor Union, the cost of children's camp vouchers, and for employees with disabled children under 16 — vouchers to rest homes, sanatoriums, and health resorts;
- allocate funds and necessary resources from the University budget to maintain University housing, improve living conditions, and organize cultural and educational activities among residents.

**13.10.** The Employer ensures that employees benefit from tax exemptions on amounts deducted from their salaries to pay for higher education in institutions of the Republic of Uzbekistan (for their own education or that of their children under 26 years old).

**13.11.** Based on the University's financial capacity, the Employer provides financial incentives to employees whose children are winners of international academic Olympiads or champions in national and world sports competitions, in order to encourage parental responsibility in upbringing.

**13.12.** For the purposes of this Agreement, families whose average monthly income per family member does not exceed three times the minimum consumer expenditure established in the Republic of Uzbekistan are considered low-income families.

**13.13.** In order to ensure the implementation of the Decree of the President of the Republic of Uzbekistan dated 19 March 2020 No. DP-5969 “On priority measures to mitigate the negative impact of the coronavirus pandemic and global crisis on economic sectors,” the Employer undertakes the following:

- during the period of quarantine measures, the Employer shall transfer employees, especially pregnant women, elderly persons, persons with disabilities, and individuals suffering from chronic diseases, to remote work, flexible working schedules, or home-based work, with their consent;

- the right to work remotely, under flexible working hours, or from home shall be primarily granted to pregnant women, elderly employees, persons with disabilities, and employees suffering from chronic diseases;

- at the employee’s request and with the Employer’s consent, the employee may be temporarily transferred to home-based working conditions for remote performance of duties;

- home-based work means work performed in accordance with an employment contract at the employee’s place of residence or in other premises belonging to the employee or their family members, involving the provision of services or performance of work under the Employer’s orders.

**13.14.** In amendments to the employment contract concluded with an employee regarding transfer to remote work, in addition to the conditions provided for in Article 106 of the Labour Code of the Republic of Uzbekistan, the following shall be specified:

- the procedure for mutual communication between the Employer and the employee regarding electronic document exchange;

- the procedure for using equipment and/or technical means necessary for the employee to perform their labour duties, if there is an agreement between the parties on the use of equipment and/or technical means belonging to the employee;

- provision of communication tools to the employee, including access to the Internet, in order to ensure continuous communication with the Employer;

- conditions related to compensation for damage caused to equipment and technical devices provided to the employee by the Employer, in cases where such damage occurs due to the employee’s fault;

- the procedure and conditions for reimbursement of expenses in cases where the employee uses personal equipment and/or technical means, as well as communication tools, including Internet access, to perform their labour duties;

- the obligations of both the employee and the Employer to comply with necessary occupational safety and working conditions requirements;

- conditions for transferring the employee back to the permanent workplace when production necessity arises.

**13.15.** The Employer guarantees the following during the pandemic:

- If an employee becomes infected with the coronavirus during the pandemic, the Employer shall provide financial assistance to the employee in the amount of three (3) times the minimum wage established in the Republic of Uzbekistan, upon the recommendation of the Labor Union Committee.

- During the pandemic period, expenses for the treatment of employees infected with coronavirus shall be covered from University funds.

- In cases where family members of an employee fall ill and are undergoing treatment during the pandemic, the Employer shall provide a one-time financial assistance to the employee in the amount of two (2) times the minimum wage established in the Republic of Uzbekistan, upon the recommendation of the Labor Union Committee.

- In cases where employees infected during the pandemic suffer damage to their health, experience severe conditions, or do not recover, the Employer shall provide financial support based on the University's financial capacity.

- The Employer may provide financial assistance to employees infected with infectious viral diseases and may cover expenses related to their treatment and medication (including cases where the employee's children are ill).

- Employees who have recovered from coronavirus shall be provided with a free medical examination six months after recovery at the expense of the University.

- The Employer shall provide employees with information materials warning about possible infectious diseases related to their work activities, including posters, stands, and printed informational leaflets.

- In order to prevent the spread of coronavirus infection among University employees, the Employer shall, at the expense of the University, provide employees with antiseptic and necessary sanitary-hygienic supplies, masks, testing for the disease, vaccination against infectious diseases, and shall also ensure disinfection of workplaces, canteens, washrooms, toilets, University dormitories, and transport vehicles used for employee transportation.

**13.16.** During the pandemic period, financial assistance shall be provided to the family of employees who died due to illness, from the funds of either the Employer or the Labor Union Committee, depending on financial capacity.

**13.17.** When quarantine is declared by the Government or the Special Commission, the employee shall be granted leave for a specified period by agreement between the Employer and the employee, with partial salary payment. In this case, the employee shall be paid not less than three (3) times the minimum wage established in the Republic of Uzbekistan.

**13.18.** During the coronavirus pandemic, when calculating the length of service that gives the right to annual basic leave, the period of unpaid leave shall also be included.

#### **XIV. CULTURAL AND EDUCATIONAL, PHYSICAL EDUCATION, AND SPORTS AND HEALTH-IMPROVEMENT ACTIVITIES**

##### **14.1. The Employer:**

- shall provide the Labor Union Committee with buildings, premises, structures, and other facilities on its balance sheet or leased by it, as well as places necessary for organizing recreation, cultural-educational, physical education, and health-improvement activities for employees and their family members, including children's camps and other health resorts, for free use;



- shall transfer monthly funds in the amount of 1 (one) percent of the wage fund to the bank account of the Labor Union Committee for cultural and educational activities, physical education and sports events, organization of excursions to historical sites within the territory of the Republic, purchase of concert and theater tickets and invitations to amusement parks, provision of financial assistance, incentives, additional payments to full-time employees of the Labor Union Committee, and other purposes (Article 18 of the Law of the Republic of Uzbekistan “On Labor Unions”).

**14.2.** In order to improve cultural and educational work, the Parties undertake the following:

- establish a “Moral and Enlightenment” room and equip it based on the recommendations of the Federation of Labor Unions of Uzbekistan and the Republican Center for Spirituality and Enlightenment, providing it with the works of the President of the Republic of Uzbekistan, modern literature published during the years of independence, as well as posters, stands, and technical equipment;

- establish “Book Lover” corners and organize the “Best Reader” competition;
- within the framework of state program implementation, organize meaningful and interesting meetings on various topics among employees and youth with the involvement of renowned scientists, writers, artists, literary scholars, and leading industry workers;

- further develop, maintain, and strengthen the material and technical base of libraries, information-resource centers, cultural houses, and palaces on the University’s balance sheet at the University’s expense, carry out current and capital repairs, renew equipment, and finance the salaries of employees working there; enrich libraries and information-resource centers with new literature, and organize events aimed at promoting national ideology and spiritual-educational development with the involvement of public organizations and foundations;

- provide comprehensive support for the development of artistic amateur activities among employees and their family members, ensure meaningful leisure time, and organize visits to theaters, concerts, and museums;

- organize the celebration of national and professional holidays, including “Labor Union Day,” and conduct competitions, contests, and events in professional skills, sports, and artistic amateur activities on the occasion of holidays;

- conduct monthly “Enlightenment Hours” to comprehensively explain to employees the priorities of current state policy, the content and essence of large-scale reforms, and the importance of adopted legislative acts and state programs.

**14.3.** Within the framework of the “Travel Across Uzbekistan!” program, the Employer together with the Labor Union undertakes the following:

- to create opportunities for employees to undertake domestic travel once a year in order to organize trips to historical cities of the Republic and to places of interest within their region;

- to reimburse part of the travel expenses from extra-budgetary funds and other sources not prohibited by legislation;

- as an incentive, to organize collective and family recreation of employees by providing for at least 10 percent of the University’s employees, together with their

family members, annual rest (domestic tourism) at the expense of the University's extra-budgetary funds;

- to organize and conduct "Domestic Tourism Month," "Domestic Tourism Week," "Domestic Tourism Days," and "Family Travel Leave";

- to grant employees days off (time off in lieu) from unused portions of annual leave for travel and rest at a time convenient for them in accordance with labor legislation.

**14.4.** In accordance with the Law of the Republic of Uzbekistan "On Physical Education and Sport," and in order to promote a healthy lifestyle among employees and their family members, the Parties undertake the following:

- to create sufficient material and other conditions for physical education and sports activities (including allocation of special sports rooms) and to introduce "employee gymnastics" and "sports minutes" in the workforce;

- depending on technological, production, and working conditions, to establish special breaks for employees to perform "employee gymnastics" exercises and "sports minutes" which are included in working time;

- to introduce the additional role of "Sports Promoter" for an employee within the workforce in order to develop a healthy lifestyle and mass sports, and to set an additional allowance of 10 percent of the base salary for this role;

- ish vaqtidan so'ng tanlangan kunlarda rahbar va barcha xodimlarning jismoniy tarbiya va sport mashg'ulotlari (yugurish, futbol, badminton, voleybol, basketbol, stol tennisi, suzish va boshqalar) bilan shug'ullanishini tashkil qilish;

- to organize physical education and sports activities (running, football, badminton, volleyball, basketball, table tennis, swimming, etc.) for managers and all employees on selected days after working hours.

- further develop the activities of sports facilities, stadiums and playgrounds, children's health camps, and health-improvement institutions on the University's balance sheet at the expense of University funds; strengthen their material and technical base; carry out current and capital repairs; and renew sports equipment and facilities;

- to declare one day of each month at the University as "Sports – Health Day" and, in cooperation with the Employer, take measures to create conditions for employees to engage in sports, establish physical education teams, and revitalize their activities;

- to provide employees with sports equipment and ensure their broad involvement in sports events;

- to strengthen cooperation with the Unitary Enterprise "Physical Education and Sports and Health Department" of the Federation of Labor Unions of Uzbekistan.

## **XV. RESOLUTION OF LABOR DISPUTES**

**15.1.** The Parties, recognizing the principles of social partnership, undertake to take measures to prevent any disputes arising in the implementation of this Agreement. Disputes shall be resolved on the basis of mutual trust and respect, in accordance with the legislation of the Republic of Uzbekistan.

**15.2.** Individual labor disputes at the University and its structural subdivisions

shall be considered by the Labor Disputes Commission, established on the basis of equality, consisting of 4 (four) members appointed by the Employer and 4 (four) members appointed by the Labor Union Committee, and formed for the duration of this Agreement.

**15.3.** The activity and procedural rules of the Labor Disputes Commission shall be carried out in accordance with the legislation and the Regulation developed jointly by the Employer and the Labor Union (Appendix-7).

**15.4.** Collective labor disputes shall be resolved in accordance with the procedure established by the legislation of the Republic of Uzbekistan.

**15.5.** Appeals and complaints related to discrimination shall be considered fairly and transparently by the Labor Union Individual Labor Disputes Commission. The review of appeals shall be regulated in accordance with the Law of the Republic of Uzbekistan “On Appeals of Individuals and Legal Entities” No. O‘RQ-445.

## **XVI. SOCIAL PARTNERSHIP. COMPLIANCE WITH GUARANTEES OF LABOR UNION ACTIVITY**

**16.1.** The Employer and the Labor Union Committee, in their mutual relations, shall adhere to the principles of social partnership, cooperation, and mutual respect of interests, as well as the Constitution of the Republic of Uzbekistan, the Labour Code of the Republic of Uzbekistan, the Law “On Labor Unions,” and other legislative acts.

**16.2.** The Employer shall comply with the rights of the Labor 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 Labour Organization, and shall provide all-round support for its activities.

**16.3.** The Labor Union Committee shall have the right to exercise public control at workplaces over compliance with normative legal acts affecting the socio-economic rights and interests of employees, as well as technical regulatory acts, and the requirements of this Agreement. The Employer shall review within one week submissions regarding the elimination of violations of legislation and shall inform the Labor Union Committee of the results of such review (Articles 34 and 46 of the Law of the Republic of Uzbekistan “On Labor Unions”).

**16.4.** The Employer recognizes the Labor Union Committee as the sole representative body of employees at the University.

**16.5.** The Employer:

- guarantees the withholding of Labor Union membership dues in the amount of 1 percent of employees’ wages based on written applications from employees, through the University accounting department, and their timely and full transfer by bank transfer to the Labor Union organization’s account (special account);

- guarantees that in case membership dues are not transferred for a period exceeding one month, disciplinary measures shall be applied to the responsible official.

**16.6.** In accordance with the Instruction “On the Procedure for Debiting

Funds from Bank Accounts of Business Entities,” registered by the Ministry of Justice of the Republic of Uzbekistan on 15 March 2012 under No. 2342, in cases where the University’s account does not have sufficient funds, Labor Union membership dues are included among payments subject to proportional deduction under enforcement payment documents.

**16.7. The Employer:**

- shall agree in advance with the Labor Union committee before making decisions on socio-economic and legal issues not included in the collective agreement;

- shall provide the Labor Union Committee, upon request, with information on labor-related matters and the socio-economic development of the University;

- shall provide the Labor Union Committee, free of charge, with a separate office, transport, office equipment, communication and Internet access tools, and stationery necessary for carrying out its activities as defined in its charter;

shall, based on its financial capacity, provide incentives to members of the Labor Union Committee and its commissions who actively participate in Labor Union activities.

**16.8. The Labor Union Committee:**

- shall assist in the implementation of the university’s social and economic development programs, and support and develop employee initiative and creativity in this regard;

- shall monitor the correctness of applied wage systems, salary payments, additional payments under the collective agreement, as well as the implementation of measures to improve labor protection and occupational safety conditions;

- shall monitor compliance with labor legislation and contribute to improving employees’ legal awareness;

- shall protect the labor rights of Labor Union members;

- shall ensure timely elimination of existing workplace deficiencies and require the Employer to take appropriate measures to bring workplaces into compliance with labor protection, occupational safety, and industrial sanitation requirements;

- shall, within the norms approved by the Council of the Federation of Labor Unions of Uzbekistan, provide employees and their family members with sanatorium and health resort vouchers upon employees’ applications for rest and rehabilitation purposes;

- shall organize and carry out public monitoring of labor and living conditions at the University;

- shall conduct explanatory and organizational work among Labor Union members aimed at strengthening labor and production discipline, preventing conflict situations in the workforce, and ensuring a stable moral environment;

- shall establish incentive prizes and awards for winners of various competitions and sports events;

- shall ensure subscription to the newspapers “Ishonch” and “Ishonch-Doverie” of the Federation of Labor Unions.

**16.9.** The Employer undertakes, in accordance with the Law of the Republic of Uzbekistan “On Labor Unions”, to provide employees who have been released from their production work due to election to elected positions in Labor Union bodies with their previous job (position) after the expiration of their elected term. If such a job (position) is not available, the Employer shall provide an equivalent position in the same organization or, with the employee’s consent, in another organization equivalent to the previous one.

**16.10.** Depending on the funds of the UWED (University) Labor Union budget, the Chairperson of the Labor Union Committee and the Treasurer (Accountant) who perform their duties without being released from their main job shall be paid a monthly salary in the amount of one (1) minimum wage established in the Republic. In addition, the Chairperson of the Labor Union and active committee members shall be provided with financial assistance from the University funds once a year in the amount of three (3) minimum wages for their public activities.

**16.11.** In accordance with ILO Convention No. 135 “Protection and Facilities to be Afforded to Workers’ Representatives in the Undertaking”, the following categories of employees are recognized as workers’ representatives for the purposes of this Agreement:

- members of elected Labor Union bodies;
- labor protection representatives;
- members of labor dispute commissions.

**16.12.** Employees’ representatives who are not released from their main production work shall be granted at least 30% of their weekly working time to perform public duties in the interests of the labor collective. In addition, they shall be granted time with preservation of average wages for short-term training organized by the Labor Union.

**16.13.** The Employer undertakes to cover, at the expense of the University, the costs related to short-term (up to 1 week) business trips of employees’ representatives who are not released from their main work, in connection with their participation in training, cultural-educational, and sports events organized by higher Labor Union organizations. These costs include travel (round trip), daily allowances, accommodation, and other related expenses.

**16.14.** The application of disciplinary sanctions against employees’ representatives who are not released from their main work, as well as termination of their employment contracts at the initiative of the Employer, shall be carried out in compliance with the restrictions provided for in the Labor Code of the Republic of Uzbekistan, the Law “On Labor Unions” of the Republic of Uzbekistan, and ILO Convention No. 135 “Protection and Facilities to be Afforded to Workers’ Representatives in the Undertaking.”

**16.15.** The University strictly adheres to the requirements of ILO Convention No. 87 “Freedom of Association and Protection of the Right to Organise”. No obstruction is made to the establishment of Labor Unions for women and foreign employees.

**16.16.** Educational events are regularly conducted for University employees to explain the content of the Law of the Republic of Uzbekistan “On Labor Unions.”

## **XVII. MONITORING OF THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

**17.1.** The Labor Union Committee has the priority right, on behalf of the employees whose interests it represents, to conduct collective negotiations with the Employer and to conclude the collective agreement, as well as to carry out public monitoring of its implementation. (Articles 29 and 34 of the Law of the Republic of Uzbekistan “On Labor Unions”.)

**17.2.** The Parties shall establish, on the basis of equality, a bilateral commission on social and labor issues in order to monitor the implementation of this Agreement, regulate social and labor relations at the University, conduct collective negotiations, prepare the draft collective agreement, organize control over its implementation, as well as monitor compliance with other local regulatory acts adopted by the Employer in agreement with the Labor Union. The Parties undertake to support the work of this commission.

The Parties to the Agreement have the right to raise the issue of hearing reports from officials who fail to ensure the implementation of its provisions at commission meetings.

**17.3.** The Parties undertake to conduct inspections twice a year regarding the implementation of this Agreement and to discuss the results of such inspections at the general meeting (conference) of the labor collective. In particular, the annual report on the implementation of the collective agreement shall be reviewed no later than April 1 of the year following the reporting year.

**17.4.** The Parties recognize and undertake to comply with general, sectoral, and territorial collective agreements. In the event that amendments are made to the above-mentioned agreements, the Employer and the Labor Union Committee shall conduct negotiations within 10 days to introduce relevant amendments and additions to this Agreement.

**17.5.** The Parties acknowledge that the interests reflected in this Agreement can only be achieved through the full and unconditional fulfillment of all its terms and obligations.

**17.6.** The Labor Union Committee shall submit the draft collective agreement to the higher Labor Union body for public expert review prior to the general meeting (conference) of the labor collective convened for its approval.

**17.7.** After signing this Agreement, the Parties shall submit it to the higher Labor Union body for registration.

**17.8.** After signing this Agreement, the Parties shall approve an implementation action plan, including responsible persons and deadlines.

**17.9.** Within one month from the date of signing, the Agreement shall be printed in brochure form in three copies. One copy shall be displayed in a visible place for employees, and employees may also familiarize themselves with the text of the Agreement and its annexes in the Human Resources Department, Labor

Protection Department, Finance Department, Legal Department, and the Labor Union Committee.

**17.10.** Any amendments and additions made during the validity period or extension of the Agreement shall be formalized as separate supplementary agreements and shall constitute an integral part of this Agreement.

**17.11.** The annexes to this Agreement are an integral part of it.

### **XVIII. LIABILITY FOR BREACH OR NON-EXECUTION OF COLLECTIVE AGREEMENT OBLIGATIONS**

**18.1.** If the Employer adopts a decision that violates the terms of this Agreement, the Labor Union Committee shall have the right to submit a proposal demanding elimination of such violations, and this proposal shall be considered within one week. If the Employer refuses to satisfy the requirements of the Labor Union Committee or no agreement is reached within the specified period, disputes shall be resolved in accordance with the legislation. (Article 46 of the Law of the Republic of Uzbekistan “On Labor Unions”.)

**18.2.** Officials who are found guilty of violating or failing to fulfill the obligations of this Agreement shall be held liable in accordance with the legislation of the Republic of Uzbekistan and the provisions of this Agreement.

## **LIST OF ANNEXES TO THE COLLECTIVE AGREEMENT**

1. Agreement on labor protection concluded between the University and the Labor Union committee.
2. Duration of basic and additional leave days granted to University employees.
3. List of professions and positions subject to mandatory medical examinations (pre-employment and periodic during employment).
4. List of professions and positions eligible for free hygiene products.
5. List of professions and positions eligible for free provision of special clothing, footwear, and other personal protective equipment.
6. List of categories of employees subject to full material liability agreements.
7. Regulation on the organisation of labor dispute commission activities.



**AGREEMENT ON LABOR PROTECTION**  
**between the University and the Labor Union Committee**  
 (concluded for the term of the collective agreement, for each year)

<b>T/r.</b>	<b>Description of Measures</b>	<b>Cost of the work to be performed (thousand UZS)</b>	<b>Deadline for implementation of the measure (annually)</b>	<b>Person responsible for the implementation of the measure</b>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
1.	Conducting initial (at employment) and periodic medical examinations of employees	Paid based on the established price list	Once every three years	Doctor
2.	Providing employees in hazardous/special working conditions with special clothing, footwear, and other personal protective equipment	Paid taking into account the University's financial capacity and market prices	Once a year	Head of the service staff group
3.	Providing employees with hygiene supplies	Paid taking into account the University's financial capacity and market prices	Every month	Head of the service staff group

Appendix 2 to the collective agreement  
 approved by the minutes No. \_\_\_\_  
 of the general meeting (conference)  
 of the labor collective dated  
 “ \_\_\_\_ ” \_\_\_\_\_ 2025

**Duration of basic and additional leave  
 days granted to University employees**

<b>№</b>	<b>Position categories</b>	<b>Duration of basic leave (calendar days)</b>	<b>Duration of additional leave</b>	<b>Total duration of leave</b>
1.	Rector, vice-rectors, Academic Council secretary, heads of offices, centers and departments, faculty deans and their deputies, course coordinators	27	6	33
2.	Psychologist	42	6	48
3.	Administrative and managerial staff	21	6	27
4.	Academic support staff	21	6	27
5.	Technical and service staff	21	3	24
6.	Faculty (professors and teaching staff)	56	0	56

Appendix 3 to the collective agreement  
approved by the minutes No. \_\_\_\_  
of the general meeting (conference)  
of the labor collective dated  
“ \_\_\_\_ ” \_\_\_\_\_ 2025

**List of occupations and positions subject to mandatory initial (upon conclusion of an employment contract) and periodic (during employment) medical examinations**

<b>№</b>	<b>Name of occupation/position</b>	<b>Frequency of medical examinations</b>
<b><i>1</i></b>	<b><i>2</i></b>	<b><i>3</i></b>
1.	Professors and teaching staff, and employees directly involved in the educational process	Once a year
2.	Other employees	Once a year
3.	Employees of retirement age	Once a year
4.	Drivers	Once a year
5.	Cleaners	Once a year

Appendix 4 to the collective agreement  
 approved by the minutes No. \_\_\_\_  
 of the general meeting (conference)  
 of the labor collective dated  
 “ \_\_\_\_ ” \_\_\_\_\_ 2025

**List of occupations and positions entitled to free hygiene supplies**

<b>T/r</b>	<b>Category of employees</b>	<b>Name of occupation/position</b>	<b>Types of hygiene supplies to be provided</b>	<b>Standard issuance per month</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	
1.	Technical service staff	Janitor	Dry towels, soap, gloves, cleaning agents (gels)	Monthly
2.	Technical service staff	Doctor	Dry towels, soap, disposable gloves	Monthly

Appendix 5 to the collective agreement  
 approved by the minutes No. \_\_\_\_  
 of the general meeting (conference)  
 of the labor collective dated  
 “\_\_” \_\_\_\_\_ 2025

**List of occupations and positions entitled to free provision of special clothing,  
 footwear, and other personal protective equipment**

<b>T/r</b>	<b>Category of employees</b>	<b>Name of occupation/position</b>	<b>Types of special clothing, footwear, and other personal protective equipment to be provided</b>	<b>Period of use (in months)</b>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
1.	Technical and service personnel	Electrician	Special clothing, gloves, jacket, footwear, helmet (hard hat)	Monthly
2.		Plumber		
3.		Janitor	Special clothing, gloves	
4.		Groundskeeper	Special clothing, gloves	
5.				

**List of categories of employees with whom full financial liability  
agreements must be concluded**

1. Head of the Library Services Center
2. Head of the Digital Transformation Center
3. University Dormitory Manager
4. Head of the Property and Household Assets Management Office
5. Drivers
6. Head of the Human Resources Office

## **REGULATION ON THE ORGANIZATION OF THE ACTIVITIES OF INDIVIDUAL LABOR DISPUTE COMMISSIONS**

### **I. General Provisions**

This Regulation has been developed for the purpose of establishing a unified practice for the consideration of individual labor disputes at the University and improving the effectiveness of dispute resolution. It defines the procedure for establishing individual labor dispute commissions, the process of reviewing individual labor disputes by these commissions, as well as the rules for commission decisions and their enforcement.

The following key terms are used in this Regulation:

Individual labor disputes (hereinafter referred to as “disputes”) – disagreements arising between the employer and the employee regarding the application of labor laws and other regulatory acts, as well as the working conditions provided for in the employment contract.

Individual Labor Dispute Commission (hereinafter referred to as the “Commission”) – a body formed with the participation of the employer and the Labor Union committee or another representative body of employees (hereinafter referred to as “employees’ representatives”) to consider labor disputes.

### **II. Formation of Commissions**

The establishment of commissions, their composition, and term of office shall be defined in the collective agreement, or, if no collective agreement is concluded, by agreement between the employer and employees’ representatives.

The collective agreement may provide for the direct implementation of the Commission’s activities at the University.

The composition of the Commission shall be formed on a parity basis between the employer and employees’ representatives.

Members of the Commission delegated by employees’ representatives shall be approved by a decision of the respective body, while the employer’s representative shall be approved by an order of the employer. Any changes in the membership of the Commission shall be carried out in the same manner.

### **III. Organization of the Commission’s Work**

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

At each meeting of the Commission, the chairmanship shall be exercised alternately by a representative of the employer and a representative of employees. In this regard, representatives of the same party may not simultaneously serve as chairperson and secretary at the same meeting.

At each meeting, the parties shall appoint the chairperson and secretary of the next meeting and assign them the tasks of preparing and convening the meeting.

A quorum of more than half of the members is not required for the meeting to be held; the presence of an equal number of representatives from both the employer and employees is sufficient.

The absence of the chairperson or secretary shall not be grounds for postponing the meeting. In such cases, by mutual agreement of the parties, the chairperson and secretary shall be appointed from among the attending members according to the established rotation.

The collective agreement may include provisions allowing a Commission member to be released from their main job duties with preserved salary for the purpose of participating in Commission activities.

#### **IV. Application to the Commission for Labor Disputes**

In accordance with the Labor Code of the Republic of Uzbekistan, labor disputes may be considered either by the Commission or by the district (city) court. Accordingly, an employee has the right to apply, at their discretion, to one of these bodies for resolution of the dispute.

Prior to applying to the Commission, it is advisable for the employee to hold negotiations with the employer in order to resolve the dispute. If the dispute is not resolved through negotiations, an application may subsequently be submitted for consideration by the Commission.

Only the employee or a person authorized by them has the right to submit an application to the Commission for consideration of a labor dispute. Applications submitted by the employer shall not be considered by the Commission.

Information on the time, place, and procedure for applying to the Commission shall be communicated to employees in an accessible and visible form.

A written application submitted by an employee to the Commission shall be recorded in the relevant registration log. Registration of applications shall be assigned, by Commission decision, to one of its members (for example, the secretary).

The application shall be written in free form and must include:

name of the institution;

full name of the applicant, as well as their place of work and residence (address);

essence of the dispute, circumstances substantiating the claim, and supporting evidence;

list of documents attached to the application;

date of submission, and must be signed by the applicant.

The date of registration of the application shall be considered the starting date for procedural deadlines.

When applying to the Commission, the statutory limitation period of three months must be observed.



If the deadline is missed for valid reasons, the Commission may restore the term.

The following disputes fall under the jurisdiction of district (city) courts and are not considered by the Commission:

disputes regarding compensation by the employer for harm (including moral damage) or property damage caused to an employee in the performance of labor duties;

disputes concerning reinstatement to work, regardless of the grounds for termination of employment, changes in the date and wording of dismissal, and payment for forced absence or lower-paid work;

disputes regarding compensation for damage caused by the employee to the employer;

disputes regarding refusal of employment (Article 78 of the Labor Code of the Republic of Uzbekistan);

disputes arising from matters previously agreed upon between the employer and employees' representatives.

In addition, labor disputes related to termination of employment, transfer to another job, unjustified transfers or dismissal, recovery of damages, and disciplinary sanctions of certain categories of public servants shall be considered under special procedures established by law and are not within the competence of labor dispute commissions (Article 276 of the Labor Code of the Republic of Uzbekistan).

## **V. Procedure for Considering Disputes in the Commission**

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

The Commission must consider a labor dispute within **ten days** from the date the application is submitted.

If the Commission fails to consider or resolve the dispute within the ten-day period, or if representatives of the parties or Commission members refuse to participate in the meeting, the interested employee has the right to transfer the dispute to the district (city) court.

The dispute is considered in the presence of the employee who submitted the application. Consideration of the dispute without the employee's participation is allowed only if a written request has been submitted. If the employee fails to appear at the Commission meeting without a valid reason, a decision may be made to remove the application from the agenda. This does not deprive the employee of the right to reapply.

The employee and their representatives have the right to invite a lawyer to participate in the dispute proceedings.

The Commission has the right to summon witnesses, invite specialists, and require the employer to provide necessary calculations and documents.

Minutes are kept during the Commission meeting, and a decision is adopted on the matter considered. The minutes and the decision are signed by the Commission chairperson and secretary.

The minutes must include:

- place and date of the meeting;
- name of the institution and composition of the Commission;
- full name and position of the employee who submitted the application;
- date of receipt of the application and nature of the dispute;
- information about participants, including representatives, witnesses, and specialists;
- statements, motions, and explanations of participants;
- testimony of witnesses, expert opinions, and analysis of written evidence;
- content and legal basis of the Commission's decision (with references to legislation, collective and labor agreements);
- explanation of the decision and procedure for appealing it.

The Commission adopts a decision on whether to satisfy, partially satisfy, or reject the employee's claim based on agreement between employer and employee representatives.

The decision must be based on verified evidence and relevant labor laws and regulations.

If the claim is partially satisfied, the decision must clearly specify which claims are granted and which are rejected, as well as the actions the employer must take. For monetary disputes, the exact amount must be specified.

If no agreement is reached and no decision is made, this must be recorded in the minutes.

The Commission's decision must include:

- name of the institution and employee details (full name, position);
- date of application and dispute consideration;
- nature of the dispute;
- content and legal basis of the decision;
- names of Commission members present;
- final conclusion (satisfied, partially satisfied, rejected, or no agreement reached).

The decision has binding legal force and does not require additional approval.

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

## **VI. Execution of the Commission's Decision**

The decision of the Labor Disputes Commission must be executed by the employer within three days after the expiration of the ten-day period established for appealing the decision.

A decision of the Commission on reinstating an employee who was unlawfully transferred to another job or on payment of wages for a period not exceeding three months must be executed **immediately**.

If the employer delays the execution of the decision, the Commission that issued the decision shall adopt a resolution requiring the employer to pay the employee average wages for the entire period of delay or to fully compensate the difference in wages.

If the employer fails to execute the Commission's decision within the established time frame, the Commission shall issue the employee a certificate having the force of an enforcement document.

The certificate is signed by the chairperson of the Commission and certified by the Commission seal, or, if the Commission does not have a seal, by the seal of the chairing party.

In accordance with the Law of the Republic of Uzbekistan "On Enforcement of Judicial Acts and Acts of Other Bodies," this certificate is considered an official enforcement document and serves as a basis for compulsory execution.

If the original enforcement document is lost, its duplicate issued in accordance with legal procedures shall serve as a basis for enforcement.

The certificate must include the following information:

name of the Commission (institution);

certificate number and reference to the Commission decision (number and date);

full name of the employee (claimant), and full name and address of the employer (respondent);

operative part of the Commission decision;

date when the Commission decision entered into force;

date of issuance of the certificate and deadlines for enforcement.

To enforce the Commission's decision, the employee or an interested party must submit the certificate to the district civil court within no more than three months from the date of receipt.

However, if either the employer or employee applies to transfer the dispute to court, the certificate shall not be issued.

If an employee who was unlawfully transferred applies to the court for enforcement of the Commission's decision based on the certificate, the claim may include compensation for forced absence due to the delay in execution of the decision.

## **VII. Appeal Against the Commission's Decision**

An interested employee or employer may appeal the decision of the Commission to the district (city) civil court within ten days from the date the copy of the Commission's decision is delivered.

If this deadline is missed for valid reasons, it may be restored by the court, and a claim may be submitted requesting the case to be considered on its merits.

## **VIII. Functions of the Labor Union in Supporting the Commission's Activities**

If a member of the Labor Union applies to the University's primary Labor Union committee regarding a labor dispute, the committee shall assist the

employee in relations with the employer. This includes participating in dispute resolution, explaining the employee's rights and procedures for restoring violated rights, and assisting in preparing documents for submission to the Commission.

A person authorized by the Labor Union committee, who is not a member of the Commission, may participate in the dispute resolution process in the interests of the employee.

Members of the Labor Union committee may also be involved in the dispute resolution process as witnesses or specialists.

To protect employees' labor rights during dispute resolution, the Labor Union:

- initiates and continuously supports the establishment of the Commission's activities;

- develops proposals for adopting regulations governing the Commission's work at the University;

- proposes candidates for Commission membership when multiple representative bodies exist and ensures approval by the general staff meeting;

- participates in direct negotiations between the employer and employees' representatives;

- assists union members in submitting applications to the Commission or court and preparing related documents;

  - participates in Commission activities through its representatives;

  - assists in enforcing Commission decisions;

- organizes training to improve legal knowledge of Commission members and employees;

- works to include additional guarantees for Commission members in collective agreements beyond those provided by law.

## **IX. Final Provisions**

Commission documents must be strictly recorded and stored in the same manner as financial and economic documents of the institution.

The employer shall appoint a responsible person to provide organizational support for the Commission's activities, maintain documentation, and ensure proper storage of records.

Termination of the Commission's activities shall be carried out by agreement of the parties through amendments to the collective agreement

*\*This document is provided in English for informational purposes only. The original Uzbek version shall have legal force, and in the event of any discrepancy or inconsistency, the Uzbek version shall prevail.*