

# **COLLECTIVE AGREEMENT**

**Between the management of the  
UNIVERSITY OF WORLD ECONOMY AND DIPLOMACY  
and the Trade union committee for the period of 2023-2025**

Based on the decision of the General Meeting of the workforce, the parties have signed the collective agreement:

**Employer:**

Rector of the University of World  
Economy and Diplomacy  
Sodiq Salixovich Safoev  
Date: "14" June 2023

**Representative of the Employees:**

Chairwoman of the Trade Union  
Committee  
Raxima Yusupovna Yusuvalieva  
Date: "14" June 2023

**The collective agreement was signed in the presence of the following  
members of the Commission on Social and Labor Issues:**

**Representatives of the Employer:**

1. D. Amanov
2. Z. Po'latxodjaev
3. O. Yusupdjanov
4. D. Normetova
5. F. Tashev

**Representatives of the Employees:**

1. E. Sultonova
2. R. Gazixanov
3. N. Fayzullayeva
4. S. Turayeva
5. M. Latipova

## I. GENERAL PROVISIONS

**1.1.** This collective agreement (hereinafter referred to as the "Agreement") is a normative document regulating labor, socio-economic, and professional relations between the employer and employees at the public higher education institution, the University of World Economy and Diplomacy (hereinafter referred to as the "University"). The parties to this Agreement are:

- The employer, represented by the university rector acting under the university's charter;
- The employees, represented by the trade union committee.

**1.2.** The Agreement comes into force on May 1, 2023, and will remain valid until December 30, 2025 (for a period not exceeding three years). Upon expiration, the Agreement will remain in effect until a new agreement is concluded or the current one is amended or supplemented by the parties.

**1.3.** This Agreement applies to the employer and all employees working at the university under employment contracts, including those hired after the Agreement comes into effect and those working on a part-time basis. In certain cases, specified in this Agreement, its provisions also apply to the following:

- employees' family members;
- individuals whose employment has been terminated due to retirement;
- full-time employees of the trade union committee;
- former employees who suffered injury, occupational disease, or other health damage while performing work duties at the university;
- dependents of employees who died as a result of workplace injuries, occupational disease, or health damage related to their job duties and are entitled to compensation;
- Trade union members (with regard to additional benefits provided by the trade union budget).

**1.4.** Amendments and additions to this Agreement will be made by mutual agreement of the parties, following the procedures established by labor legislation for concluding such agreements.

**1.5.** All references to labor legislation and other legal documents regarding labor in this Agreement refer to their wording at the time this Agreement was concluded.

**1.6.** The employer undertakes the responsibility to familiarize all employees, including newly hired ones, with the terms of this Agreement and other internal documents. The employer will ensure transparency regarding the content and mandatory provisions of this Agreement (through meetings, conferences, reports from responsible employees, information boards, industry publications, and other means).

*This provision is based on Articles 78-79 of the Labor Code of Uzbekistan.*

## II. PRODUCTION AND ECONOMIC ACTIVITY

**2.1.** The parties recognize that honest and quality fulfillment of work duties is the foundation of employee well-being.

**2.2.** In line with the "Strategy for the Development of New Uzbekistan for 2022-2026," and committed to facilitating the comprehensive development of the university, the parties agree to:

- strengthen labor discipline;
- improve work processes, and increase the quality and efficiency of work;
- reduce energy and resource consumption, increase labor productivity;
- adhere to the fundamental principles and rights in the labor sphere (the right to unionize and conduct collective negotiations, prohibition of child labor and forced labor, equal pay for men and women for work of equal value, and non-discrimination in labor relations).

**2.3.** To improve university operations, the employer will:

a) ensure the successful functioning of the university, elevate labor culture and discipline, improve employees' professional skills, and prevent any reduction in current wage rates and piece rates;

b) timely supply the labor team with material and technical resources and financial means to fulfill the production program;

c) create conditions for increasing labor productivity, assimilating advanced practices, and implementing scientific and technical achievements in practice;

d) inform the labor team about the financial situation and expenses of the university at least once a year;

e) conduct professional training, retraining, and skills upgrading for employees within the university or in educational institutions, as necessary;

f) draw up a collective agreement, to establish control over its implementation, as well as in the labor code of the Republic of Uzbekistan, other laws, provided in the founding documents of the university, team agreements and this contract by presenting information on other issues to the trade union committee to go

g) cooperate with the trade union committee within the framework of established labor practices, timely review mutual proposals and demands, and resolve labor disputes through negotiation;

h) Ensure employee participation in university governance in forms that do not conflict with current laws;

i) include trade union representatives in the university's governing bodies and committees making decisions on socio-economic matters affecting employees;

j) reward employees who contribute significantly to the university's efficiency, resource-saving efforts, and overall progress;

k) allow all levels of trade union representatives to carry out their statutory duties without hindrance;

l) fully comply with the obligations set forth in the President of Uzbekistan's Decree No. PF-5775 (dated July 30, 2019) on additional measures to combat human

trafficking and forced labor and Cabinet of Ministers Resolution No. 349 (dated May 10, 2018) on eliminating forced labor in Uzbekistan.

**2.4. The trade union committee will:**

- a) act on behalf of employees in addressing issues related to social and labor relations and socio-economic challenges;
- b) ensure that trade union representatives elected to the university's governing bodies (e.g., Supervisory Board, Academic Council) and committees deciding on employees' socio-economic interests work effectively for the benefit of both the university and employees;
- c) Contribute to the stable operation of the university by fostering labor competitions among employees, raising labor productivity, and jointly with the employer establishing systems to incentivize top performers;
- d) Regularly submit proposals to the employer on improving pay systems, managing the university, introducing additional benefits (guarantees) in the collective agreement, and adopting current and future plans and programs for socio-economic development that help employees fully and qualitatively fulfill their employment contract duties;
- e) Participate in monitoring the university's role in the implementation of priority programs for modernizing and renewing the country, building a democratic legal state, and developing civil society;
- f) Participate in sector-wide contests aimed at energy savings and fuel-efficiency among primary trade union organizations;
- g) Initiate participation in industry-wide contests;
- h) Assume responsibility for public oversight of the employer's compliance with labor laws and other legal and regulatory acts.

**2.5. Employees will:**

- a) Honestly and diligently fulfill their work duties, comply with labor discipline, and promptly and efficiently follow the employer's lawful orders and instructions;
- b) Contribute to increasing productivity, improving the quality of work, raising labor efficiency, and saving resources by applying best practices from their colleagues;
- c) Voluntarily participate in nationwide charity initiatives held annually on the eve of the Navruz and Independence holidays, in accordance with relevant legal acts of the President or decisions of the Cabinet of Ministers of Uzbekistan.

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

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

**3.2.** In cases and procedures stipulated by legislation or other legal acts on labor or the University charter (regulations), individual employment relations arise on the basis of the employment contract through the following:

- Election to a position or selection for the corresponding position;
- Appointment or confirmation in a position;
- Assignment to work by authorized state bodies;
- Issuance of a certificate granting the right to engage in labor activities in the territory of the Republic of Uzbekistan;
- Consent from both or one of the parents (or a guardian);
- A court decision obligating the employer to conclude an employment contract;
- Recognition by the court of a civil-legal relationship based on a personal labor contract as an employment relationship.

**3.3.** Employees hired are introduced to the Trade Union Committee and provided information about the trade union. If the employee wishes to join the union, a written application for membership is taken.

**3.4.** In addition to the categories of employees listed in Article 129 of the Labor Code of the Republic of Uzbekistan, the following individuals are exempt from a probationary period when hired:

**3.4.1.** Pregnant women, women with a child under three years old, or a father (guardian) raising a child under three years old alone;

**3.4.2.** Individuals from socially vulnerable groups sent for employment in reserved positions;

**3.4.3.** Graduates of higher education institutions who studied on state grants and who are hired within three months of graduation in a position related to their specialty;

**3.4.4.** Graduates of general, secondary, special, professional, and higher educational institutions hired within one year of graduation in their specialty for their first job;

**3.4.5.** Employees hired for a period of up to six months;

**3.4.6.** Individuals under the age of 18;

**3.4.7.** Individuals rehired after a prior employment contract was terminated on specific grounds;

**3.4.8.** Students who completed an internship with the employer;

**3.4.9.** Other employees provided for in collective agreements, collective contracts, and internal documents of the employer.

**3.4.10.** A probationary period can only be established at the time of hiring. It is not permitted when an employee is transferred to another position or sent on a business trip to another employer.

**3.5.** The employer ensures timely registration of employment contracts, terminations, and amendments in the "Unified National Labor System" interdepartmental software package as required by law.

**3.6.** Employees are guaranteed full employment according to their qualifications, skills, and the employment contract.

**3.7.** In cases stipulated by labor legislation, other legal labor acts, the employment contract, or this Agreement, the employee has the right to demand changes to the working conditions if they continue to perform their duties. The

employer must review the employee's request within three days from the date of submission.

**3.8.** If an employee requests temporary transfer to another job for valid reasons, and such a job is available at the University, the employer must satisfy this request in addition to the situations specified in Article 142 of the Labor Code of the Republic of Uzbekistan.

**3.8.1.** A medical opinion confirming that the employee needs a lighter or less harmful job due to health conditions;

**3.8.2.** A medical opinion confirming that a pregnant woman needs a lighter or less harmful job due to health conditions;

**3.8.3.** One parent (guardian) caring for a child under the age of two cannot perform their previous work; this request arises due to valid reasons and in other cases where such work is available to the employer. The list of valid reasons for temporarily transferring an employee to another job at the employee's initiative, as well as the procedure for payment during such transfers, may be defined in the collective agreement. If such an agreement is not established, it will be determined by the employer in agreement with the trade union committee.

The duration of such transfers shall be determined by mutual agreement of the parties.

**3.9.** Due to production necessity or idle time, an employee may be temporarily assigned to another job not specified in the labor contract without their consent, at the initiative of the employer.

For the temporary transfer of an employee to another job at the employer's initiative, in addition to the events specified in part 2 of Article 145 of the Labor Code of the Republic of Uzbekistan, the following urgent and unavoidable tasks may also be considered:

**3.9.1.** An unexpected increase in production volume;

**3.9.2.** During the period of renegotiating an outsourcing contract with another organization;

**3.9.3.** When there are urgent orders for state needs;

The periods for transferring an employee to another job due to production necessity or idle time cannot exceed a maximum of 60 calendar days within one calendar year.

During the period when an employee is temporarily transferred to another job at the employer's initiative, the payment for the employee's work will be based on the current job, but it cannot be less than the previous average monthly salary.

**3.10.** Termination of the labor contract at the initiative of the employer can only be carried out with the prior consent of the trade union committee (except in cases provided for by the legislation of the Republic of Uzbekistan).

The written submission of the official who has the right to terminate the labor contract will be reviewed by the trade union committee in accordance with the procedure approved by the decision of the Executive Committee of the Federation of Trade Unions of Uzbekistan dated May 23, 2023, No. 9-5, regarding the review

of the submission for termination of the labor contract at the initiative of the employer.

**3.11.** Employees placed in quarantine due to COVID-19, or who care for a child under 14 years old in quarantine, cannot have their employment contract terminated by the employer.

**3.12.** The employer has the right not to allow employees to work if they refuse mandatory medical examinations or vaccinations required for public safety, provided there is no medical contraindication. If the Employee has evaded mandatory medical examination according to the recommendation of medical commissions and the results of examinations revealed a condition that does not meet the requirements, as well as other infectious diseases that are under quarantine and dangerous to humans, and in the event of refusal of preventive vaccination in the event of a threat of the spread of diseases based on the decision of a sanitary doctor, which is introduced in accordance with the law (for health reasons in the absence of an instruction), the employer has the right not to hire him.

**3.13. The Employer** must notify the Trade Union at least two months in advance of possible mass layoffs and hold consultations to mitigate the consequences of discharge.

The Trade Union committee of the employer dismisses the employees en masse on suspending the decision on dismissal for a period of up to six months and it has the right to submit the proposal to the local state authorities for consideration.

**3.14. The Employer** is responsible for organizing retraining and requalification for employees being laid off due to staff reductions.

**3.15.** In order to mitigate the consequences of downsizing when the number of employees is reduced, the following measures are aimed at:

a) Offering available vacancies to affected employees;  
b) Limiting part-time and temporary workers and assigning tasks to the existing team.

c) to terminate the labour contract at the employee's own will during the notice period with payment of compensation in accordance with the notice period by agreement of the parties. In this case, the grounds for termination of the labour contract are not changed;

d) providing support to the team itself; In accordance with the terms of the agreement between the parties, the employment contract may be terminated at the employer's discretion, with compensation paid in accordance with the agreed notice period. In such cases, the grounds for terminating the contract remain unchanged.

e) The dismissed employee may be reassigned to a different profession or occupation. A contract should be concluded with the relevant parties and the aforementioned re-education and re-training should be carried out.

f) The termination of the employment contract in connection with the reduction of the number of employees

**3.16** Changes in technology, production, labour organisation, and number of employees are determined by a reduction in the volume of work (products, services).

In light of the aforementioned considerations pertaining to the termination of employment contracts on account of changes in the state of affairs that affect employees with similar qualifications and labour productivity upon departure, as well as the first and second parts of Article 167 of the Labor Code of the Republic of Uzbekistan, which lack priority rights or advantages over each other, the following circumstances are to be given preference in retaining employees at work:

In the event of a reduction in the workforce, employees who meet one or more of the following criteria will be given priority for retention:

- a) employees who have two or more dependents;
- b) individuals who do not have other self-employed employees in their family;
- c) employees with long-term work experience at this employer;
- d) individuals with higher and secondary special, professional education without separation from production according to the employment contract in the organisation, and whose qualification in the relevant specialty is in line with the requirements of the position;
- e) individuals who have graduated from professional educational organisations within three years with the condition of working in a specialty;
- f) individuals who are disabled at work or suffering from an occupational disease in this organisation.
- g) people with disabilities;
- h) those who participated in the war of 1941-1945 and their benefits equivalent persons;
- i) those who were awarded for labour achievements and do not have disciplinary penalties;
- j) persons suffering from radiation sickness and other diseases caused by accidents at nuclear facilities or having suffered from such diseases, disabled persons whose disability has been established in connection with accidents at nuclear facilities, participants in the elimination of the consequences of these accidents and disasters, as well as persons evacuated or resettled from these facilities, and other persons equated to them.

**3.17.** Employees shall be paid severance pay upon termination of the labour contract in the following cases.

**3.17.1.** on the employer's initiative, except for termination of the contract on grounds related to the employee's guilty actions (inaction);

**3.17.2.** in connection with the employee's refusal to continue working in new working conditions;

**3.17.3.** in connection with the employee's refusal to be transferred to another job to which he/she has not been assigned, due to a medical report or due to the employer's lack of suitable work;

**3.17.4.** due to the fact that the employee refused to move to another location with the employer;

**3.17.5.** due to the fact that the employee refused to continue working due to a change in the form of ownership of the organisation, its reorganisation, change of departmental affiliation (subordination).



**3.17.6** the amount of severance pay depends on the length of service with the employer and is:

**3.17.7.** for employees with up to three years of work experience - from fifty per cent of the average monthly salary;

**3.17.8.** for employees with three to five years of work experience - from seventy-five per cent of the average nine-month salary;

**3.17.9.** for employees with five to ten years of work experience - one hundred per cent of the average monthly wage;

**3.17.10.** For employees with ten to fifteen years of work experience - from one hundred and fifty per cent of the average monthly wage;

**3.17.11.** For employees with more than fifteen years of service, not less than two hundred per cent of the average monthly wage.

**3.18.** The Trade Union Committee has the right to participate in solving issues related to the provision of employment at the University, protection of employees discharged from work, as well as other issues related to the protection of social and economic rights and interests of employees. (Republic of Uzbekistan ‘Trade Unions

Article 27 of the Act ‘On’ - ‘*Trade unions, their associations, subdivisions and primary trade union organisations are responsible for securing employment, protecting workers who are discharged from work and employees have the right to participate in resolving other issues related to the protection of their social and economic rights and interests*”).

**3.19. The employer** will not force employees to participate in compulsory labor, including community work or agricultural work, or accomplish mandatory subscriptions to newspapers and magazines.

**3.20. The Trade Union Committee** exercises public control over the prevention of forced labour of university employees, including landscaping and various agricultural works, as well as forced subscription to newspapers and magazines.

#### IV. WORKING HOURS AND REST PERIODS

**4.1.** The normal working hours for employees at the university cannot exceed forty hours per week, whether on a five-day or six-day workweek.

**4.2.** The following working hours are established at the university:

a) For academic staff – 36 hours;

b) For employees and managers in normal working conditions – 40 hours;

c) For employees with disabilities in groups I and II – 36 hours;

d) For employees aged 16 to 18 years – 36 hours.

**4.3.** Employees exposed to harmful and hazardous production factors will have reduced working hours, no more than 36 hours per week, based on certification of the working conditions and equipment safety at their workplaces.

**4.4.** In accordance with Article 186 of the Labor Code of the Republic of Uzbekistan, at the mutual agreement of the parties in the employment contract, part-time work (a shorter workday or workweek) can be established for the employee at

the time of hiring or later. This can be arranged for an indefinite period or for any period agreed upon by both parties. The university is required to implement part-time work in the following cases:

- a) In the case of a family member's illness;
- b) At the request of an employee with disabilities;
- c) In other cases specified by the Labor Code of the Republic of Uzbekistan or other labor regulations.

**4.5.** Employees working part-time are paid in proportion to the time worked or based on the volume of work completed.

**4.6.** Working part-time does not affect an employee's rights, such as the duration of annual leave, calculation of work experience, or other labor rights.

**4.7.** For all employees, if at least half of the work shift falls at night, the duration of the night shift is reduced by one hour. The weekly working time is reduced accordingly, and the reduced time does not need to be made up later.

**4.8.** In necessary cases, such as specific working conditions or six-day workweeks with shift work, the duration of night work may be equal to daytime working hours.

**4.9.** The working day may be divided into parts when it is necessary due to the specifics of the work performed, as well as during the working day (shift) when the pace of work is unequal. If an employee has a break of more than two hours during the working day, the working day shall be recognised as divided into parts.

**4.10.** For security staff in the service department, the work shift is set at a maximum of 12 hours per day, with monthly accounting of work hours. The monthly work balance must be respected.

**4.12.** During the cold season, persons working in outdoors or in unheated closed premises shall be allowed by the **Employer** to use special breaks based on the University's internal labour regulations.

A specially heated room will be provided for that. These breaks are included in paid working time. Breaks are provided for at least 15 minutes after each hour worked. This norm also applies to employees working in open spaces or in enclosed unheated rooms (when the outside temperature is above 20 degrees Celsius) during the hot season.

**4.13.** In addition to the periods specified in Article 202 of the Labor Code of the Republic of Uzbekistan, employees are exempt from performing work duties during the following periods, which are not considered rest time:

**4.14.1.** Participation in the activities of elected trade union bodies, or in commissions on social-labor issues;

**4.14.2.** Participation in commissions formed by government authorities;

**4.14.3.** Participation in educational, cultural, and sports events organized by trade unions;

**4.14.4.** Submitting reports to higher trade union bodies or receiving assignments;

**4.14.5.** Participation in events stipulated in the trade union's charter (committee meetings, presidium meetings, executive committee meetings, round tables, seminars, conferences, etc.).

**4.15.** In addition to the breaks provided for in Article 205 of the Labor Code of the Republic of Uzbekistan, employees are entitled to the following additional breaks during the workday, which are included in the working hours:

- a) For quenching thirst;
- b) For smoking due to nicotine dependence;
- c) For attending to natural needs and performing ablutions;
- d) For taking medication;
- e) For attending parent-teacher meetings in general education schools.

**4.16.** The six-day workweek is applied, with Sunday being the common rest day at the university.

**4.17.** If the subsequent normal work of the university depends on the urgent performance of any unforeseen work, if such work is necessary, employees shall be engaged to work on weekends and public holidays with their written consent.

If the subsequent normal operation of the organisation as a whole or its individual structural units depends on the urgent performance of any unforeseen work, the list of such work shall include:

- a) to carry out urgent assignments from a superior organisation, as well as state authorities and management bodies within the limits of their powers;
- b) participation in international conferences (if necessary);
- c) various events held at the university.

**4.19.** The annual basic (extended) leave for all employees (except those with extended leave rights under legal acts) is set at 21 calendar days.

**4.21.** Employees working in areas not included in the list of unfavorable natural and climatic conditions established by the Cabinet of Ministers of the Republic of Uzbekistan are entitled to additional leave for working in such conditions.

**4.22.** Employees are entitled to additional annual leave of two calendar days for every five years of service within the same organization or sector, but the total additional leave should not exceed eight calendar days.

In this case, the work experience entitling an employee to additional leave includes periods of work in other organizations or sectors.

**4.23.** Annual basic and additional leave periods for university employees are granted in accordance with the list of positions provided in **Appendix 7**.

**4.24.** In addition to the periods specified in Article 226 of the Labor Code of the Republic of Uzbekistan, the following periods are included in the work experience that entitles employees to annual leave:

- a) Periods of unpaid leave lasting from two weeks to three months within a work year;
- b) Periods during which employees were temporarily seconded to other employers for less than one calendar year if they were not granted leave during that time;

c) Social leave periods granted in accordance with this Agreement.

**4.25.** In addition to the categories of employees specified in Article 227 of the Labor Code of the Republic of Uzbekistan, the following employees are entitled to annual leave before completing six months of work:

- a) Employees registered with socially significant diseases;
- b) Employees caring for sick family members;
- c) at the same time as the spouse's annual leave
- d) Employees hired at the university on the employer's recommendation.

**4.26.** In addition to the categories specified in Article 228 of the Labor Code of the Republic of Uzbekistan, the following employees are entitled to take annual leave at a time of their choosing:

- a) Women before or after maternity leave;
- b) Employees on child care leave before or after this leave;
- c) Employees raising one or more children under 14 years old (or under 16 if the child has a disability) (including single parents, widows/widowers, divorced parents, military wives, or individuals acting as guardians);
- d) Employees with group I or II disabilities;
- e) Veterans of the 1941-1945 war and those with similar privileges;
- f) Employees under the age of 18;
- g) Employees attending educational institutions who wish to align their leave with exams, coursework, and other academic requirements;
- h) Recipients of the "Honored Blood Donor of the Republic of Uzbekistan" award.

**4.27.** In addition to the categories of workers provided for in Article 229 of the Labour Code, workers have the right to postpone annual leave to another period in the following cases:

- (a) During a period of temporary incapacity for work;
- (b) When the period of maternity leave begins
- (c) When annual leave coincides with study leave;
- (d) when performing state or public duties, if the law provides for release from work to fulfil such duties;
- (e) during temporary incapacity for work;
- (f) during the wedding ceremonies of the employee himself or his children;
- (g) when the period of maternity leave begins;
- (h) When annual working leave coincides with study leave;
- (i) In connection with hajj or umrah.

**4.28.** Payment for leave is made no later than the last working day before the leave begins.

**4.29.** When the employment contract is terminated (except in cases of termination due to the employee's fault), any unused annual leave must be granted based on the employee's written request.

**4.30. The employer** is obliged to grant paid social leave to employees under the following circumstances:

- a) Death of a close relative – 3 days;

- b) The employee's or their children's wedding – 3 days;
  - c) Birth of a child (for the father) – 1 day;
  - d) Day of COVID-19 vaccination – 1 day;
  - e) Visits to historical monuments and pilgrimage sites in the republic – 1 day.
- Close relatives include the employee's parents, siblings, children, and spouse.

**4.31.** Employees may be granted partially paid leave, with a maximum duration of 15 calendar days within a calendar year.

The decision to grant partially paid leave and its duration is made by mutual agreement between the employer and the employee, with the employee submitting a written request.

**4.32. The employer must grant partially paid leave in the following cases:**

- a) During quarantine measures related to the pandemic;
- b) If an employee is unable to return from a foreign trip for valid reasons after their annual leave has ended;
- c) If the employee needs to carry out repairs at home due to an emergency.

**4.33.** During partially paid leave, employees must be paid at least 50% of their average wage. The time spent on partially paid leave is included in the employee's work experience, which entitles them to annual leave.

The wage paid during partially paid leave must not be less than the minimum wage established by law. If the minimum wage is increased during partially paid leave, the employee's wage must be recalculated accordingly.

**4.34.** At the written request of an employee, he or she may be granted unpaid leave, the duration of which depends on the agreement between the employee and the employer, but it may be continuous for a calendar year from the date of the last unpaid leave, or it shall not exceed three months in total.

Unless otherwise provided by law, during quarantine measures, state of emergency and in other cases threatening the life or normal living conditions of the entire population or part thereof.

At the written request of an employee, the duration of continuous or cumulative unpaid leave may be increased, but not to more than six months.

In addition to the categories of workers specified in article 242 of the Labour Code, unpaid leave is granted annually at the employee's request for up to 14 calendar days in the following cases:

- a) up to fourteen calendar days per year for participants in the war of 1941-1945 and persons equated to them in terms of benefits;
- b) disabled persons of groups I and II - up to fourteen calendar days annually;
- c) to one of the child's parents (guardian), grandparents or other relatives actually caring for a child aged between two and three years;
- d) to one of the parents bringing up two or more children aged up to twelve years or a disabled child aged up to sixteen years (substitute person) - from ten to four calendar days annually;
- e) Young family members under the age of 30;
- f) working pensioners;

- g) when, for valid reasons, it is impossible to return from a trip abroad, even if the working holiday has ended;
- h) to workers registered for socially significant diseases.

## **V. WAGE PAYMENT. LABOR NORMALIZATION. GUARANTEED PAYMENTS AND COMPENSATION PAYMENTS.**

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

**5.2.** When a tariff wage system is applied, wages are paid according to the Unified Tariff Schedule for Wage Payment (or based on the position salary determined by the employer in agreement with the trade union committee).

**5.3.** If the Government of the Republic of Uzbekistan adopts a decision to further improve the Unified Tariff Schedule for Wage Payment, the university's tariff schedule must also be revised.

**5.4.** According to the Presidential Decree of the Republic of Uzbekistan No. PQ-4939 dated December 31, 2020, "On fundamental reforms in the qualification assessment system and measures to provide the labor market with qualified personnel," the trade union committee ensures public oversight of wage payments, taking into account employees' qualifications.

**5.5.** The university guarantees that employees in the lowest positions are paid according to the 1st category of the Unified Tariff Schedule (with a tariff coefficient of at least 1.000).

**5.6.** The average wage at the university should be no less than 1.5 times the minimum wage established in the Republic of Uzbekistan. The basic part of the wage must not be less than 50%.

**5.7.** Wage payment schedule:

- for the first half of the month: payment is made on the 15th of the current month;
- for the second half of the month: payment is made on the 5th of the following month.

If the payment date falls on a weekend or holiday, wages must be paid the day before.

Each employee will receive written notification regarding the components of the wage for the relevant period, any deductions made and their reasons, and the total amount to be paid.

**5.8.** With the employee's written consent, wages can be transferred to their plastic card.

**5.9.** Overtime work is compensated at a rate of at least double the normal wage. At the employee's request, overtime work can be compensated with additional rest time corresponding to the duration of the overtime worked. In such cases, overtime work is paid at a single rate, and no payment is made for the additional rest time.

**5.10.** Work performed on rest days or public holidays is compensated at a rate of at least double the normal wage.

At the employee's request, work on rest days or public holidays may be compensated with additional rest time, and in such cases, the work is paid at a single rate, with no payment for the additional rest day.

**5.11.** The implementation, replacement, or revision of labor norms must be agreed upon by the employer and **the Trade union committee**. Employees must be notified at least two months before such changes take effect.

**5.12.** The period of validity of temporary norms may be extended by the employer in agreement with the trade union committee.

**5.13.** In addition to the guaranteed payments, extra payments, and compensation specified by the Labor Code of the Republic of Uzbekistan, **the employer** must also pay other guaranteed and additional payments and compensations stipulated by collective agreements and this contract.

**5.14. The employer** must make the following guaranteed additional payments:

a) In case of downtime due to reasons beyond the control of the employer and employee, payment must be made for at least two-thirds of the tariff rate (salary) for the time lost;

b) In case of failure to meet labor norms or job duties due to reasons beyond the control of the employer and employee, payment must be made for at least two-thirds of the tariff rate (salary) for the time worked.

In addition to the guaranteed additional payments specified in the first part of Article 281 of the Labor Code of Uzbekistan, the employer must make other additional guaranteed payments established by internal documents agreed upon with the trade union committee.

**5.15.** When employees are sent on business trips, the employer must reimburse the following:

- travel expenses;
- accommodation expenses;
- daily expenses incurred while living outside their permanent residence (per diem);
- other expenses incurred by the employee with the employer's permission or approval.

In this case:

a) If travel tickets are not available, travel expenses for the business trip are reimbursed at a rate of at least 0.15% of the base calculation amount per kilometer;

b) the fee for daily expenses shall be set at the rate of not less than 0.30 times the amount of the basic settlement;

c) The reimbursement for hotel accommodation costs is capped at twice the base calculation amount per day;

d) in the absence of documents confirming the costs of living in a hostel, 20 per cent of the basic calculation amount shall be reimbursed for each day

**5.17.** Compensation for business trips abroad is made in accordance with the "Regulations on the Procedure for Providing Funds for Business Trip Expenses for Employees Sent Abroad on Business Trips," approved by Order No. 92 of the

Ministry of Finance of the Republic of Uzbekistan dated October 19, 2015, registered under No. 2730 on November 19, 2015.

**5.18.** To increase the material interest of teams and individual employees in applying progressive labor organization methods, improving work quality, and enhancing professional skills, the employer may establish other types of bonuses (such as for high professional skill, continuous long service, outstanding work achievements, or performing particularly important tasks) in agreement with the trade union committee.

**5.20.** Employees sent for professional training, retraining, skill improvement, or internships outside their place of residence, at the employer's direction, are entitled to daily subsistence compensation (per diem).

**5.21.** Employee bonuses are provided based on the "Regulations on Material Incentives for Professors and Administrative, Technical, and Support Staff of the University" approved by Order No. 421-k of the University dated December 28, 2020.

**5.22.** Additional payment for working in multiple positions or jobs, expanding the service area, or increasing the workload is determined by agreement between the parties to the labor contract, but should not be less than 30% of the salary (tariff rate) of the additional position (as stipulated by the "Regulations on Working in Multiple Positions and Jobs" approved by Resolution No. 297 of the Cabinet of Ministers of the Republic of Uzbekistan on October 18, 2012).

**5.23.** Industry coefficients for increasing tariff rates in certain technological types of work, production, and types of economic activity are established (not less than the rates approved by Resolution No. 743 of the Cabinet of Ministers of the Republic of Uzbekistan dated September 6, 2019).

**5.24. The employer,** in agreement with the trade union committee, shall pay bonuses at the end of the year in accordance with the relevant regulations.

**5.25.** Employees with academic degrees or titles are paid monthly bonuses of 60% of their position salary.

**5.26.** In accordance with ILO Convention No. 100 on Equal Remuneration for Work of Equal Value, men and women performing work of equal value under different conditions, with varying skills and qualifications, and different responsibilities, must be equally rewarded.

**5.27.** Payment for the labor of drivers is made in accordance with the "Regulations on the General Conditions for Wage Payment for Automobile Transport Drivers," registered with the Ministry of Justice of the Republic of Uzbekistan under No. 3130 on January 23, 2019.

## **VI. LABOR DISCIPLINE**

**6.1.** The Parties undertake to ensure and control the performance of labour duties by the employees in accordance with employment contracts, regulations on structural units, profile instructions, rules of etiquette, the Charter of the HEI and internal labour regulations.



It is the Employer's obligation to familiarise employees with the documents defining internal discipline. Disciplinary penalties cannot be imposed on an employee who has not familiarised himself/herself with the disciplinary rules for violation of these rules.

**6.2. The employer and trade union committee:**

**6.2.1.** Recommend employees for industry and state awards for their professional achievements;

**6.2.2.** Reward employees for work achievements and anniversaries (at ages 50, 55, 60, 65, and 70):

- With monetary awards;

- With letters of gratitude;

- With valuable gifts;

- With travel packages;

- With vouchers to sanatoriums or wellness resorts in Uzbekistan or abroad, funded by the university or the Trade Unions Federation of Uzbekistan.

**6.3. The trade union committee** helps ensure employees comply with internal labor regulations, labor discipline, and perform their duties on time and with quality.

**6.4.** Employees must comply with internal labor regulations, established working hours, labor discipline, and the dress code.

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

**7.1.** The material liability of the parties to the labor contract refers to the legal obligation of one party to compensate the other party for damages in the manner prescribed by law. In this regard, the employer's contractual liability to the employee must not be less than what is provided for in the Labor Code, and the employee's liability to **the employer** must not exceed what is specified in the Labor Code.

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

- a) In cases of unlawful deprivation, either in full or in part, of guaranteed payments, additional payments, compensatory additional payments, allowances, incentive bonuses, or awards.

- b) In cases of unlawful reduction of the most important key performance indicators (KPIs).

**7.3.** In cases of damage to the employee's health, the lump-sum compensation paid by **the employer** must not be less than **one year's** average salary of the injured employee, calculated based on the employee's average monthly wage.

**7.4.** In the event of death due to an occupational injury or disease, the lump-sum compensation paid by **the employer** to the dependents of the deceased must not be less than six times the deceased's average annual salary.

**7.5** If the employer violates the deadline for payment of wages, holiday pay, termination payments and (or) other payments due to the employee, they shall be paid from the day following the deadline, and including the day of actual settlement

It must be paid together with interest (monetary compensation) based on the refinancing rate of the Central Bank of the Republic of Uzbekistan in effect at that time.

The amount of monetary compensation to be paid to the employee shall be determined in the amount not less than **10 per cent** of the refinancing rate of the Central Bank of the Republic of Uzbekistan.

The obligation to pay this monetary compensation arises irrespective of whether the employer is guilty of delaying payment of monthly wages or other payments due to the employee.

**7.6.** Employees directly handling cash or valuable goods are fully materially responsible for ensuring the safekeeping of those entrusted valuables, based on a specific written agreement.

**7.7.** The categories of employees required to sign a full material liability agreement are listed in Appendix 6.

## **VIII. LABOR SAFETY AND HYGIENE**

### **Employer's Obligations:**

**8.1.** For labor protection (during the contract period, annually), the employer shall allocate 90 million UZS for 2023, including:

- 20 million UZS for special clothing, special footwear, and other personal protective equipment;

- 50 million UZS for hygiene products (in accordance with sectoral normative documents or the collective agreement).

The planned and agreed funds allocated for labor protection must be increased proportionally with the increase in the minimum wage throughout the validity period of the collective agreement.

**8.2.** The employer shall enter into a labor protection agreement (improving working conditions and occupational safety measures, including a plan for sanitary and health measures, and a budget estimate for expenses) and include it in the collective agreement in coordination with the Trade Union Committee (Appendix 1).

**8.3.** The necessary funds for labor protection shall be allocated without imposing any costs on the employees, in amounts determined by law, this agreement, as well as collective agreements or other internal regulatory documents. Additionally, a separate labor protection fund shall be created, with funds directed toward improving working conditions and occupational safety for employees.

**8.4.** The employer is obliged to ensure safe working conditions that meet safety and hygiene requirements. Labor protection requirements are defined in legislative documents, as well as in technical regulations related to labor protection.

The employer must develop and implement specific requirements for each workplace in accordance with the working conditions.

**8.5.** In response to changes in working conditions, technological processes, or the demands for safety in the workplace, the employer shall regularly make necessary adjustments to protect the health and safety of employees and maintain their ability to work efficiently.

**8.6.** The employer shall inform employees about the normative requirements for working conditions at their workplace, including the actual conditions (e.g., the production environment, work and rest schedules, benefits and compensation payments, and the use of personal and collective protective equipment).

**8.7.** In every organization with 50 or more employees, a labor protection service shall be established to ensure compliance with occupational safety requirements, or a specialist with relevant training in labor protection shall be appointed.

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

The functions of the labor protection service may also be performed by professional participants in the labor protection services market under contract.

**8.8.** The employer shall analyze the state of occupational injuries and occupational diseases in the previous year by February 1 of each year, evaluate the implementation of measures to improve working conditions and sanitary measures, and summarize the results.

**8.9.** The employer shall provide labor protection rooms with the necessary equipment, tools for automating work processes, labor protection corners, technical training aids, visual aids, educational and promotional materials, posters, and other resources, ensuring their continuous availability and maintenance.

**8.10.** The employer shall ensure that all necessary measures to prepare the university for the autumn-winter season are completed by August 25 (or October 1) each year, ensuring the continuous operation and proper maintenance of sanitary and household facilities.

**8.11.** The employer shall insure employees against accidents and occupational diseases, conduct an assessment of workplaces for compliance with safety and injury prevention standards, and organize preliminary (at the time of hiring) and periodic (during employment) mandatory medical examinations at no cost to employees (**Appendix 3**).

**8.12.** The employer shall provide employees with milk (or equivalent food products), therapeutic-prophylactic food, salted carbonated water (for those working in hot workshops), special clothing, sanitary clothing, special footwear, and other personal protective and hygiene items free of charge, in accordance with established standards (the list of employees entitled to these items is specified in the appendix to the collective agreement). All personal and collective protective equipment must comply with labor protection requirements and possess a certificate of conformity (**Appendix 5**).

**8.13.** The employer shall create a list of professions and positions entitled to free hygiene products due to working in unfavorable, harmful, and/or hazardous conditions or in challenging natural and climatic conditions, and provide these items accordingly **Appendix 4**.

**8.14.** The employer is responsible for keeping the organization's premises tidy, ensuring that pedestrian walkways and transport routes meet required safety standards and that internal transport safety measures are followed.

**8.15.** The employer shall ensure that safety requirements and technological discipline rules are strictly followed by managerial and technical staff, including scheduled preventive repairs and continuous operation of ventilation and aspiration systems. The employer shall ensure that equipment, hot or cold water pipes, steam, and gas pipelines are painted according to regulatory requirements.

**8.16.** The employer shall organize labor protection training, instruction, retraining, skill improvement, and knowledge testing in labor protection for employees. The employer shall ensure that all new employees, transferred employees, and re-hired employees undergo timely labor protection instruction based on the developed guidelines and safety protocols for each profession and type of work. The employer is also responsible for providing training on safe work methods and techniques, as well as organizing courses on first aid for workplace accidents.

**8.17.** The employer shall organize training for elected labor protection representatives within one month of their election, in collaboration with the Trade Union Committee.

**8.18.** The employer shall allocate at least two working hours per week for labor protection representatives to perform their duties and shall pay them their average monthly wages for that time. Representatives who actively contribute to improving working conditions will be morally and materially encouraged and rewarded quarterly.

**8.19.** The employer is responsible for ensuring the safety of employees during the use of buildings, facilities, equipment, technological processes, raw materials, and materials, as well as during the performance of work and the provision of services.

**8.20.** The employer shall ensure timely payments of monthly compensation to employees or beneficiaries entitled to such payments due to occupational injuries, occupational diseases, or other health damages related to the performance of labor duties.

**8.21.** In cases of occupational injuries or temporary disability due to occupational diseases, the employer shall compensate the employee with 100% of their average monthly salary.

**8.22.** Ensures verification and registration of accidents at work and other harm to the health of employees in connection with the performance of their labour duties, as well as occupational diseases in accordance with the established procedure.

Under civil law contracts, ensures verification and accounting of accidents at work and other harm to health, occupational diseases in respect of persons performing work (rendering services) in accordance with the established procedure.

**8.23.** The employer is responsible for creating and maintaining a labor protection management system that complies with labor protection regulations and ensures workplace safety.

**8.24.** The employer shall promptly review and address the findings and recommendations of relevant trade union bodies and other elected employee representatives regarding violations of labor legislation and labor protection regulations. The employer shall inform these bodies and representatives about the measures taken to eliminate the violations.

**8.25.** The employer shall ensure compliance with the "Temporary Sanitary Rules and Norms for the Organization of the Activities of State Bodies, Other Organizations, and Business Entities during the Application of Restriction Measures in the Context of the COVID-19 Pandemic" (SanPin 0372-20) in cases where the employee's life is at risk during quarantine measures or a state of emergency.

**8.27. Rights of Trade Unions regarding labor safety and hygiene.**

Trade unions protect the rights and legitimate interests of employees in the field of labor safety and hygiene. The trade unions, as well as individuals appointed by employees as representatives for labor protection, are entitled to the following rights:

- Receive information from the organization's leaders and other responsible persons regarding working conditions, occupational safety, and all accidents and occupational diseases in the workplace;
- Participate in investigations of workplace accidents and occupational diseases;
- Temporarily halt work in situations where employees' lives and health are at risk, and submit proposals to the employer to eliminate violations of labor protection requirements;
- Study the state of labor protection, monitor the employer's fulfillment of obligations related to labor protection as outlined in collective agreements and contracts;
- Act as independent experts in commissions involved in testing and accepting production facilities and equipment into operation, and participate in the meetings of medical-labor expert commissions;
- Participate in the development of draft normative and legal documents, as well as regulatory documents in the field of technical regulation concerning labor protection;
- Appeal to the relevant authorities to hold those responsible for violating labor protection requirements or concealing workplace accidents accountable;
- Defend employees' rights in court for compensation in cases of injuries, occupational diseases, or other health damage related to the performance of labor duties, as well as in cases where employees' rights to health and labor protection have been restricted;

- Participate in the resolution of labor disputes related to violations of labor legislation, collective agreements, and contracts, or changes in working conditions.

### **8.28. Cooperation with Trade Union Committee**

The employer, in collaboration with the Trade Union Committee, shall:

- Determine the composition of the labor protection commission within the organization's structure, ensure timely elections and training (indicating the training periods and programs);

- Organize a nationwide review-competition for public control over labor protection and safety in all categories (“Organization Achieving the Best Results in Labor Protection,” “Best Trade Union Organization in Creating Healthy and Safe Working Conditions and Protecting Employees' Rights to Labor Protection,” “Best Labor Protection Representative,” “Young Specialist in Labor Protection”), and recommend the winners to higher trade union organizations;

- Ensure administrative-public control over the state of labor protection in the organization and its structural divisions, following a three-stage process;

- Ensure the election of one labor protection representative for every 10 employees (depending on working conditions and the need for public control in departments and divisions);

- Comply with the requirements of Convention No. 187 of the International Labour Organization on the Promotional Framework for Occupational Safety and Health.

## **IX. TRAINING, RETRAINING, AND SKILL IMPROVEMENT OF EMPLOYEES. GUARANTEES AND COMPENSATIONS FOR EMPLOYEES WHO COMBINE WORK WITH STUDIES**

**9.1.** If an employee is sent for mandatory or voluntary retraining or skill improvement by the employer, **the employer** is required to maintain the employee's job position and average salary for the duration of the retraining or skill improvement period.

If retraining or skill improvement is conducted outside the employee's permanent place of residence, the employer shall cover travel expenses, accommodation costs, and provide a daily allowance of no less than 30% of the base calculation amount for each day the employee attends retraining or skill improvement courses.

If the training or skill improvement sessions take place on rest days, no additional rest day will be granted after the courses, except in cases where the employee was sent to such courses specifically on rest days.

The forms of retraining and skill improvement, as well as the list of required professions and specialties, are determined by the employer in agreement with **the Trade Union Committee**.

**9.2.** During the training, retraining, or skill improvement process, employees must comply with the rules of the educational institution and submit the results of their training, retraining, or skill improvement to the employer.

During retraining and skill improvement, employees may also be subject to other obligations as outlined in the Labor Code of the Republic of Uzbekistan, other legal documents, this Agreement, and their labor contract.

**9.3.** In addition to the guarantees provided in the Labor Code of the Republic of Uzbekistan, employees who are studying part-time while working under a labor contract are entitled to the following:

**9.3.1.** Adjustment of daily work hours to allow the combination of work and studies.

**9.3.2.** A 50% reduction in the workweek.

**9.3.3.** An additional paid annual leave of 15 calendar days.

**9.3.4.** Unpaid leave of at least 14 calendar days each year.

**9.4.** Employees studying in evening or part-time programs at institutions of higher, secondary special, or vocational education are entitled to educational leave for participation in laboratory-exam sessions.

**9.5. The employer** is required to pay at least 50% of the travel expenses once a year for employees studying in part-time programs at higher education institutions to attend laboratory-exam sessions.

The same travel compensation applies for participation in state attestation.

## **X. SPECIAL REGULATIONS FOR THE LABOR OF WOMEN AND INDIVIDUALS ENGAGED IN FAMILY DUTIES, AS WELL AS ADDITIONAL BENEFITS AND GUARANTEES**

**10.1.** One of the parents (or guardian) of a child under the age of three who works at the university is entitled to a workweek of 35 hours.

**10.2.** The time spent on childcare leave by an employee taking care of a child until the child reaches three years of age is included in the employee's labor tenure, and it grants the right to receive paid annual leave in the future.

**10.3.** One of the parents (or guardian) of a child under the age of two is entitled to additional breaks for feeding the child, in addition to regular rest and meal breaks. These breaks must be provided at least every three hours and last no less than thirty minutes each.

If there are two or more children under the age of two, the break duration must be at least one hour. Breaks for feeding the child are counted as part of the working hours and are paid at the average wage.

**10.4. The employer's obligations include:**

**10.4.1.** Providing training for women in professions that are in demand in the labor market in cases of job reduction.

**10.4.2.** Creating opportunities for women to improve their qualifications and obtain additional education.

**10.4.3.** Granting one unpaid or partially paid day off per month at the request of one of the parents (or guardian) of a child under the age of eight (or 10-12 years old).

**10.4.4.** Supporting the implementation of the "Strategy for Achieving Gender Equality in the Republic of Uzbekistan by 2030."

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

**10.5.1.** Assigning responsibility to authorized persons within the university and its structural divisions to ensure equal rights and opportunities for women and men.

**10.5.2.** Creating equal rights and opportunities for women and men in hiring and career advancement.

**10.5.3.** Eliminating wage inequality between women and men.

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

**11.1.** In order to increase the effectiveness of young specialists' participation in the **university's** work and development, and to strengthen the social and economic protection of young people, the parties have agreed to the following:

- Ensure compliance with the International Labour Organization's Convention No. 138 on the "Minimum Age for Admission to Employment" and Convention No. 182 on the "Prohibition and Elimination of the Worst Forms of Child Labor," by adhering to the minimum age requirement for employment and prohibiting the worst forms of child labor;

- Actively participate in the implementation of the additional measures program aimed at realizing the state youth policy;

- Establish a council of young specialists and organize professional skill competitions among young workers and specialists;

- Provide vocational training, retraining, and skill improvement for young employees at the university, and, if necessary, at educational institutions and training courses;

- Assist young people in increasing their knowledge potential, supporting their mastery of modern knowledge, foreign languages, and computer literacy through educational programs, and use this knowledge to form a talent pool;

- Encourage young people who achieve high results in their work and demonstrate active and enthusiastic participation in trade unions;

- Ensure young employees' active participation in cultural, educational, and professional skill competitions.

**11.2.** In accordance with the law, the terms "youth," "young family," and "young specialist" as defined in the Law of the Republic of Uzbekistan "On State Youth Policy" (Law No. O'RQ-406) shall be used for the purposes of this agreement.

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

a) Provide additional benefits in the areas of labor protection, working hours, vacation, and other working conditions for individuals under the age of 18 and recent



graduates of vocational education institutions, and ensure their health and well-being.

b) Implement targeted measures to attract young specialists trained in vocational education institutions to the university.

c) Provide guarantees for young employees and young families to obtain long-term loans from banks.

d) Provide interest-free loans to employees for contributions to the special account of the Ministry of Finance of the Republic of Uzbekistan for those serving in the military reserve.

e) Support talented young staff in studying at foreign higher education institutions in necessary areas, and cover tuition fees either from their salary or from the university's budget.

f) Establish a "Most Active Young Employee" board at the university.

#### **11.4. Trade Union Committee's Obligations:**

a) Use the existing legal and regulatory framework to further improve the protection of young employees' labor rights and social guarantees.

b) Work to engage young men and women in trade union activities, and systematically encourage young people who demonstrate active participation in public work through moral (certificates of honor, letters of gratitude, publication of articles in newspapers) and material incentives.

c) Work to ensure the stability of young employees at their workplaces, especially those who are newly hired.

d) Monitor the professional development of each young specialist hired by the university, ensuring they receive the necessary skill improvement either at the university or, if needed, through external training courses.

e) Actively organize cultural, educational, spiritual, and physical training, as well as sports activities among young employees, to prevent negative attitudes such as hopelessness about the future, and to foster a sense of satisfaction with their wages and working conditions.

f) Implement the "Youth Platform" and "Free Thought" methods, where young employees can freely express their opinions (about working conditions, team environment, ideas for improving team performance, inappropriate behavior of leadership staff, discrimination, etc.), either directly or anonymously through written suggestions placed in transparent suggestion boxes.

## **XII. SPECIAL REGULATIONS FOR THE LABOR OF CERTAIN CATEGORIES OF EMPLOYEES**

**12.1.** Employees with disabilities are entitled to additional benefits in the field of labor protection, working hours, vacations, and other working conditions as specified by law.

**12.2.** Employees working in secondary employment (part-time or in concurrent positions) are paid in accordance with the forms and systems of payment, bonuses,

additional compensation, allowances, and incentive payments applicable to employees for whom this work is their primary employment.

**12.3.** If the nature of the work performed by an employee at their stationary workplace does not allow for temporary remote work as prescribed by Article 454 of the Labor Code of the Republic of Uzbekistan, and if it is not possible to establish a part-time working schedule, the time during which the employee is unable to perform their work for reasons beyond both the employee's and employer's control is considered downtime. During this period, the employee is entitled to be paid no less than two-thirds of their tariff rate (salary).

**12.4.** The procedure and deadlines for providing the necessary equipment, software, technical tools, data protection tools, and other resources for employees working remotely, as well as the procedure and deadlines for submitting reports on the work completed by remote employees, the amount and payment procedures for compensating remote employees for the use of their personal or rented equipment, organizational technology, software tools, communication tools, data protection tools, and other resources, as well as compensation for other expenses related to remote work, are regulated by the "Regulations on Remote Work."

**12.5.** The duration of the annual paid leave for remote employees shall be no less than twenty-one calendar days.

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

**13.1.** The parties commit to developing and implementing measures to ensure the strict fulfillment of social programs initiated annually by the President of the Republic of Uzbekistan aimed at social development.

**13.2. The employer** is obligated to pay temporary disability benefits in the following amounts:

**13.2.1.** For employees with illnesses of social significance, in accordance with their contributions to state social insurance (general work tenure), from 60% to 100% of their salary.

**13.2.2.** For parents (guardians or caretakers) placed in quarantine due to contracting or suspected infection with the coronavirus, and for those caring for children under 14 years of age, 100% of their average monthly salary.

**13.2.3.** In other cases, based on the employee's general work tenure, from 60% to 80% of their salary.

**13.3.** Employees who have worked at the university for at least five years will be paid the difference between their current salary and the temporary disability benefits.

**13.4. The employer** is obligated to contribute an additional 1.5% of the employee's salary to their personal pension account under the Law of the Republic of Uzbekistan "On Accumulative Pension Provision for Citizens" (Article 10).

**13.5.** The employer shall ensure that employees are vaccinated at least once a year against diseases that pose an epidemic risk, at the university's expense (excluding employees who cannot be vaccinated for medical reasons).

**13.6.** If an employee is ill for more than one month, the employer is obligated to provide material assistance in an amount not less than three times the minimum wage established in Uzbekistan.

**13.7.** In the event of the death of an employee's parent, close relative, or dependent, the employer shall provide material assistance in an amount equal to three times the minimum wage established in Uzbekistan, or cover funeral service expenses within this amount through a contract with a funeral service provider or by payment through a corporate card.

**13.8.** If an employee dies due to reasons unrelated to their work duties, the employer shall provide the employee's family with material assistance equal to no less than five times the minimum wage established in Uzbekistan.

**13.9.** Each autumn, the employer shall provide material assistance equivalent to three times the minimum wage for the purchase of agricultural products for university employees.

**13.10.** When an employee goes on their regular annual leave, **the employer** shall pay additional compensation for preventive healthcare.

**13.11.** Employees who have worked at the university for five or more years and are retiring due to age (or disability) will be provided with material assistance equivalent to one month's salary and presented with a valuable gift. (The timing of the employee's retirement, whether at or after the retirement age, does not matter.)

**13.12.** On November 11, the "**Day of Trade Unions**" all trade union members will be recognized and rewarded from the university's funds based on the recommendations of the Trade Union Committee.

**13.13. The employer's obligations include:**

**13.13.1.** Creating conditions for retired employees to participate in the public life of the labor collective, ensuring that they are supported annually, especially single retirees, and providing them with commemorative gifts on their birthdays and holidays, assisting with housing and household issues, organizing pilgrimages and excursions, and other socially significant activities. (Decree PF-4906 of the President of the Republic of Uzbekistan, December 28, 2016, "On Improving the Activities of the Fund for Social Support of Veterans 'Nuroniyy.'")

**13.13.2.** Providing material assistance to employees with disabled children.

**13.15.** To care for the younger generation, the parties commit to the following:

**13.15.1.** Organizing the presentation of New Year's gifts to employees' children at the university's expense each year.

**13.15.2.** Ensuring that employees' children have the opportunity to rest in children's health camps.

**13.15.3.** Covering the cost of vouchers for children's health camps for employees and providing vouchers for rest homes, sanatoriums, and health resorts for employees with children under 16 years of age with disabilities, paid for by the university.

**13.16.** The parties commit to maintaining dormitories and institutional housing, improving living conditions for residents, and allocating funds and necessary resources from the university to organize cultural and educational activities among the residents.

**13.17. The employer** ensures that the amounts deducted from employees' wages for education at higher educational institutions in Uzbekistan (for themselves or for their children under the age of 26) will be exempt from taxation.

**13.18.** Based on the university's financial capabilities, **the employer** will provide material incentives to employees whose children win international academic competitions or become national or world champions in sports, to encourage the fulfillment of parental responsibilities.

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

### ***Benefits and Guarantees for Employees during Quarantine Measures Due to Coronavirus or Other Infectious Diseases***

**13.20.** In compliance with Presidential Decree No. PF-5969 dated March 19, 2020, "On Urgent Measures to Mitigate the Negative Impact of the Coronavirus Pandemic and Global Crisis on Economic Sectors," the employer shall:

**13.20.1.** during the period of quarantine measures, the Employer shall transfer employees, especially pregnant women, elderly people, people with disabilities and chronic diseases, with their consent, to remote work, convenient work schedule or work at home;

Pregnant women, the elderly, people with disabilities and workers with chronic illnesses shall enjoy first the right to telecommuting/remote working, flexible working hours or working from home.

At the employee's request and with the employer's consent, the employee may be temporarily transferred to work at home.

Home-based work involves the production of goods or the provision of services on the employer's orders at the employee's place of residence or in other buildings owned by the employee or members of his or her family in accordance with the concluded labour contract.

In addition to the conditions stipulated in Article 106 of the Labour Code, the amendments to the employment contract concluded with the employee with regard to the transfer to remote work include:

The procedure for mutual communication between the **Employer** and the employee on the exchange of electronic documents;

the procedure for the use of equipment and (or) equipment necessary for the employee to perform his/her labour duties, if there is an agreement between the parties on the use of equipment and (or) equipment belonging to the employee;

Provide the employee with means of communication, including the use of the Internet, to ensure constant communication with the **Employer**;

Conditions related to reimbursement of damages caused by the employee to the **Employer** in case of damage caused by the employee's fault to equipment and machinery transferred to the employee by the employer;

Procedure and terms of reimbursement of expenses in case the employee uses personal equipment and (or) technical means, as well as means of communication, including the Internet, to perform his/her labour duties;

the obligations of the employee and the Employer to comply with the necessary conditions of labour protection and labour safety;

conditions for transferring the employee to a permanent place of work if the need arises in production.

**13.21.1** If an employee is infected with coronavirus infection during a pandemic, the employer shall pay the employee a wage of three (3) times the minimum wage established in the Republic of Uzbekistan, as recommended by the Trade Union Committee.

Provides financial assistance in the amount of;

**13.21.2.** Cover the costs of treatment for employees infected with the coronavirus, from the university's funds.

**13.21.3.** Provide material assistance equivalent to two times the minimum wage for employees caring for family members infected with coronavirus, based on the recommendation of the Trade Union Committee.

**13.21.4.** Provide financial support to employees whose health is severely affected by the coronavirus, based on the university's financial situation.

**13.21.5.** Pay for the treatment and medication costs of employees infected with the virus, including treatment for their children.

**13.21.6.** Organize free medical examinations for employees recovering from the coronavirus, every six months, at the university's expense.

**13.21.7.** Inform employees about the risk of contracting infectious diseases, distribute printed materials, and display posters warning about infectious diseases.

**13.21.8.** Provide antiseptic and sanitary-hygienic supplies, masks, and organize regular tests for the virus, vaccination, and disinfection of the workplace, dining areas, showers, toilets, dormitories, and transport vehicles used by employees, all at the university's expense.

**13.22.** In the event of an employee's death due to illness during the pandemic, the employer or the Trade Union Committee shall provide material assistance to the family based on available financial resources.

**13.23.** When a quarantine is declared by the government or the Special Commission, the employee is granted partial paid leave for a certain period of time by agreement between the employer and the employee. In this case, the employee will be paid at least 3 times the minimum wage established in the Republic of Uzbekistan.

**13.24.** During the coronavirus pandemic, the period of unpaid leave will be considered when calculating the work tenure for granting regular annual paid leave.

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

### **14.1. The Employer's Obligations:**

**14.1.1.** The employer shall provide **the Trade Union Committee** with buildings, rooms, facilities, and other spaces that are owned or rented by the university, as well as recreational areas necessary for conducting cultural-educational, physical fitness, and health-related activities for employees and their families, including children's camps and other health camps, free of charge.

**14.1.2.** The employer commits to transferring 1% of the wage fund monthly to the account of the Trade Union Committee to be used for cultural-educational activities, physical fitness and sports events, organizing trips to historical sites within the country, purchasing concert and theater tickets, providing material assistance, incentives, and additional pay to the staff of the Trade Union Committee, as well as other purposes. (Article 18 of the Law of the Republic of Uzbekistan "**On Trade Unions**").

**14.2.** The parties commit to improving cultural-educational activities through the following:

**14.2.1.** Establishing a "Spirituality and Enlightenment" room, furnishing it in accordance with the recommendations of the Federation of Trade Unions of Uzbekistan and the Republic's Spirituality and Enlightenment Center, and supplying it with works by the President of Uzbekistan, modern literature published during the years of independence, posters, stands, and technical equipment.

**14.2.2.** Creating "Reader's Corners" and organizing a "Best Reader" competition.

**14.2.3.** Organizing meaningful and engaging meetings with renowned figures in science, literature, and art, as well as advanced professionals, for employees and youth on various topics.

**14.2.4.** Further developing and maintaining the library and information-resource centers, cultural houses, and palaces owned by **the university**, strengthening their material-technical base, conducting routine and capital repairs, renewing equipment, and financing the salaries of the employees working there. The university will also ensure these centers are stocked with new literature and organize events to promote national ideas and spiritual and moral values.

**14.2.5.** Supporting the development of amateur art activities among employees and their families, organizing meaningful leisure activities, and arranging visits to theaters, concerts, and museums.

**14.2.6.** Celebrating national and professional holidays, particularly "**Trade Union Day**" by organizing competitions, contests, and events related to professional skills, sports, and amateur arts.

**14.2.7.** Holding monthly "Enlightenment Hours" to explain to employees the importance of state policies, the significance of the reforms being implemented, and the relevance of new laws and state programs.

**14.3.** In the context of the “Travel Across Uzbekistan!” program, **the employer** commits to:

a) Creating opportunities for employees to take a local trip once a year to visit historical cities or tourist attractions in their region.

b) Covering part of the travel expenses from off-budget funds or other sources permitted by law.

c) Organizing collective and family vacations for at least 10% of employees and their families each year, funded by **the university's** off-budget resources as an incentive.

d) Organizing and conducting “Domestic Tourism Month,” “Domestic Tourism Week,” “Domestic Tourism Days,” and “Family Travel Holidays.”

e) Providing employees with additional time off from their remaining leave, in accordance with labor law, to take vacations or trips.

**14.4.** To promote a healthy lifestyle and physical fitness among employees and their families, the parties commit to:

**14.4.1.** Creating adequate material and other conditions for physical fitness and sports activities (e.g., providing special sports rooms) and implementing “employee gymnastics” and “sport minutes” in the workplace.

**14.4.2.** Establishing special breaks during working hours for employees to perform “employee gymnastics” and “sport minutes” based on the technology, production, and working conditions.

**14.4.3.** Assigning an employee the additional responsibility of “Sport Promoter” in the workplace and providing a 20% bonus to their base salary, in order to promote a healthy lifestyle and mass sports.

**14.4.4.** Organizing physical fitness and sports sessions (running, football, badminton, volleyball, basketball, table tennis, swimming, etc.) for the leadership and all employees on selected days (at least once a week) after work hours.

**14.4.5.** Engaging public organizations and foundations to involve employees and their families in mass sports activities, including various sports sections, clubs, and organizing competitions and tournaments.

**14.4.6.** Providing employees and their families with discounted tickets to sports clubs based on their interests.

**14.4.7.** Developing and maintaining sports facilities, stadiums, and grounds owned by the university, as well as children's health camps and health resorts, strengthening their material-technical base, conducting routine and capital repairs, and renewing sports equipment, funded by the university.

**14.4.8.** Declaring one Saturday a month as “Sport and Health Day” and working with the employer to create conditions for employees to engage in sports, forming physical fitness teams and enhancing their activities.

**14.4.9.** Supplying employees with sportswear and sports equipment, and actively involving them in sports events.

**14.4.10.** Strengthening cooperation with the Physical Fitness and Health Promotion Directorate of the Federation of Trade 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 from the implementation of this Agreement. Disputes will be resolved based on mutual trust and respect, in accordance with the legislation of the Republic of Uzbekistan.

**15.2.** Individual labor disputes within the university and its structural divisions will be considered by a Labor Disputes Commission. This commission will be composed equally of 4 (four) members appointed by the employer and 4 (four) members appointed by the Trade Union Committee, and will be established for the duration of this Agreement.

**15.3.** The activities and procedures of the Labor Disputes Commission will be conducted in accordance with the regulations developed based on legislative acts and the recommendations agreed upon by the Federation of Trade Unions of Uzbekistan, the Chamber of Commerce and Industry of Uzbekistan (approved on 12.01.2015, 20-66 s, 15.01.2015, 01-SP), and coordinated with the Ministry of Labor and Social Protection of the Population.

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

## **XVI. SOCIAL PARTNERSHIP AND COMPLIANCE WITH GUARANTEES FOR TRADE UNION ACTIVITIES**

**16.1.** In their relations, the employer and the Trade Union Committee shall adhere to the principles of social partnership, cooperation, and mutual respect for interests, and comply with the Constitution of the Republic of Uzbekistan, the Labor Code, the Law “On Trade Unions,” and other legal regulations.

**16.2.** The employer shall respect the rights of the Trade Union in accordance with the laws 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 will fully support its activities.

**16.3.** The Trade Union Committee has the right to carry out public control at workplaces, ensuring that the employer complies with the regulatory legal documents related to employees’ socio-economic rights and interests, technical regulations, and the provisions of this Agreement. The employer shall review any notifications of legal violations within one week and inform the Trade Union Committee of the results. (Articles 34 and 46 of the Law of the Republic of Uzbekistan “On Trade Unions”).

**16.4.** The employer recognizes the Trade Union Committee as the sole representative body of employees at the university.

**16.5.** The employer shall:

- Deduct trade union membership fees, amounting to at least 1% of employees' wages, from their salary based on written applications, and transfer these fees in full and on time to the bank account of the trade union organization.



- Ensure that disciplinary measures are taken against responsible officials if the membership fees are not transferred within one month.

**16.6.** In accordance with the “Procedure for Withdrawing Funds from Bank Accounts of Economic Entities” (registered under No. 2342 on March 15, 2012, by the Ministry of Justice of the Republic of Uzbekistan), in cases of insufficient funds in the university’s account, membership fees to the Trade Union will be included among the amounts deducted on a proportional basis according to execution payment documents.

**16.7. The employer shall:**

a) Obtain prior agreement from the Trade Union Committee before making decisions on socio-economic and legal issues not included in the collective agreement.

b) Provide the Trade Union Committee with information on labor and socio-economic development issues of the university upon request.

c) Provide the Trade Union Committee with a dedicated office, transport, office equipment, communication and internet access, stationery, and other organizational support necessary for the fulfillment of its statutory activities, free of charge.

d) Encourage active members of the Trade Union Committee and its commissions, within the limits of the employer's financial capabilities.

**16.8. The Trade Union Committee shall:**

a) Assist in the implementation of the university’s social and economic development programs and support the initiative and creativity of employees.

b) Monitor the accuracy of wage payment systems, the payment of wages, and additional payments under the collective agreement, as well as the implementation of measures to improve labor protection and safety conditions.

c) Ensure compliance with labor laws and assist in raising the legal literacy of employees.

d) Protect the labor rights of trade union members.

e) Work to eliminate workplace deficiencies and demand the employer take appropriate measures to bring working conditions into compliance with labor protection, safety, and industrial sanitation standards.

f) Provide employees, upon request, with vouchers to health and recreation centers within the framework of the standards approved by the Federation of Trade Unions of Uzbekistan.

g) Organize and conduct public control over the state of labor and living conditions at the university.

h) Strengthen labor and production discipline among union members and prevent conflicts that could lead to disputes in the workplace, ensuring a stable and constructive working environment.

i) Establish incentives and rewards for winners of various competitions and sporting events.

j) Ensure subscriptions to the "Ishonch" and "Ishonch-Doverie" newspapers from the Federation of Trade Unions of Uzbekistan.

**16.9.** In accordance with the Law “On Trade Unions,” the employer is obligated to provide employees elected to trade union bodies with their previous job (position) upon the expiration of their elected term. If this job (position) is unavailable, the employer must offer the employee an equivalent position within the organization or, with the employee’s consent, in another organization.

**16.10.** The chairperson and treasurer (accountant) of the Trade Union Committee, who carry out their duties without being released from their primary job, shall be paid a monthly salary equivalent to the minimum wage from the Trade Union's budget. Additionally, the university will provide material assistance to the Trade Union chairperson and active committee members in the amount of **three times** the minimum wage per year for their public work.

**16.11.** In accordance with the International Labour Organization’s Convention No. 135 “On Protection and Facilities for Workers' Representatives in the Enterprise” and Clause 12 of the "Regulations on Representatives for Labor Protection," registered under No. 196 by the Ministry of Justice of Uzbekistan on December 18, 1995, the following categories of employees shall be recognized as workers' representatives for the purposes of this Agreement:

- a) Elected members of trade union bodies.
- b) Representatives for labor protection.
- c) Members of the Labor Disputes Commission.

**16.12.** Employees' representatives who are not released from their primary duties shall be granted no less than 30% of their weekly working hours to fulfill public duties and, when required, paid time off to attend short-term training organized by the trade union.

**16.13.** The employer pays short-term (up to 1 week) business trip expenses (travel and arrival, daily expenses, hotel accommodation, etc.), undertakes to cover at the expense of the University.

**16.14.** Disciplinary actions and termination of employment contracts with employees' representatives who are not released from their primary duties shall comply with the restrictions outlined in the Labor Code, the Law “On Trade Unions,” and the International Labour Organization’s Convention No. 135.

**16.15.** The university shall fully adhere to the provisions of the International Labour Organization’s Convention No. 87 “On Freedom of Association and Protection of the Right to Organize.”

**16.16.** Educational events on the content of the Law "On Trade Unions" of the Republic of Uzbekistan will be regularly organized for university employees.

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

**17.1.** The Trade Union Committee has the preferential right to conduct collective negotiations with the employer on behalf of the employees whose interests it represents, to conclude the collective agreement, and to carry out public control

over its implementation. (Articles 29 and 34 of the Law of the Republic of Uzbekistan "On Trade Unions").

**17.2.** The parties agree to establish a bilateral commission on social and labor issues, based on equality, to monitor the implementation of this Agreement, regulate social and labor relations at the university, hold collective negotiations, prepare the draft collective agreement, and control its implementation. The commission will also oversee the implementation of other local regulatory documents agreed upon with the Trade Union. The parties will support the commission and have the right to request the reports of those responsible for ensuring the implementation of the Agreement during its meetings.

**17.3.** The parties shall conduct semi-annual inspections regarding the implementation of this Agreement and discuss the inspection results at the general meeting (conference) of the labor collective. The annual results of the implementation of the collective agreement must be reviewed no later than April 1 of the following year.

**17.4.** The parties acknowledge the General, Sectoral, and Regional Collective Agreements and commit to their implementation. If amendments are made to the agreements mentioned above, the employer and the Trade Union Committee shall hold negotiations within ten days to introduce corresponding changes and additions to this Agreement.

**17.5.** The parties acknowledge that their interests reflected in this Agreement can only be realized if all terms and obligations of the Agreement are fully and unconditionally met.

**17.6.** Before the general meeting (conference) of the labor collective convenes to approve the draft of the collective agreement, the Trade Union Committee shall submit the draft for public examination to the higher-level trade union body.

**17.7.** After signing this Agreement, the parties shall submit it to the higher-level trade union body for registration.

**17.8.** Following the signing of this Agreement, the parties shall prepare an action plan specifying the measures, responsible persons, and deadlines for implementing the Agreement.

**17.9.** The Agreement shall be published in the form of a brochure in three copies no later than one month after its signing. One copy of the Agreement shall be posted in a visible place for employees, and employees can review the text of the Agreement and its appendices in the University's Human Resources, Labor Protection, Finance, Legal Departments, and the Trade Union Committee.

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

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

## **XVIII. LIABILITY FOR VIOLATION OR NON-FULFILLMENT OF THE OBLIGATIONS OF THE COLLECTIVE AGREEMENT**

**18.1.** If the employer makes a decision that violates the terms of this Agreement, the Trade Union Committee has the right to submit a request to eliminate these violations. This request must be reviewed within one week. If the employer refuses to meet the demands of the Trade Union Committee or if an agreement is not reached within the specified time, the disputes will be resolved in accordance with the law. (Article 46 of the Law of the Republic of Uzbekistan "On Trade Unions").

**18.2.** Officials responsible for violating or failing to fulfill the obligations of the Agreement will be held liable in accordance with the laws of the Republic of Uzbekistan and the procedures set forth in this Agreement.

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

1. Agreement on labor protection between the University and the Trade Union Committee.
2. Duration of basic and additional leave days granted to University employees.
3. List of professions and positions subject to initial (at the time of signing the employment contract) and periodic (during employment) mandatory medical examinations.
4. List of professions and positions eligible for free hygiene products.
5. List of professions and positions eligible for free special clothing, footwear, and other personal protective equipment.
6. List of categories of employees for whom a contract of full material liability must be concluded.
7. Regulation on organizing the activities of commissions for individual labor disputes.

Appendix 1 to The Collective Agreement  
Approved by the general meeting(conference)  
of the labor collective Protocol No. \_\_\_\_  
dated " \_\_\_\_ " \_\_\_\_\_, 20 \_\_\_\_

### **AGREEMENT ON LABOR PROTECTION** **Between the University and the Trade Union Committee** (for the duration of the Collective Agreement, annually)

№	Content of Activities	Cost of work (thousand UZS)	Execution period (annually)	Responsible Person
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>

1.	Initial and periodic medical examinations for certain professions and positions during the employment process	500 per employee	Once a year	Doctor (1st category)
2.	Providing special clothing, footwear, and other personal protective equipment for employees working under special conditions	1,000,000 per employee	Once a year	Head of the Service Employees' Group
3.	List of professions and positions eligible for free hygiene products	300 per month	Monthly	Head of the Service Employees' Group

Appendix 2 to The Collective Agreement  
 Approved by the general meeting(conference)  
 of the labor collective Protocol No. \_\_\_\_  
 dated "\_\_\_\_" \_\_\_\_\_, 20\_\_

### **DURATION OF BASIC AND ADDITIONAL LEAVE DAYS FOR UNIVERSITY EMPLOYEES**

<b>№</b>	<b>Position Categories</b>	<b>Basic Leave Duration (calendar days)</b>	<b>Additional Leave Duration (calendar days)</b>	<b>Total Leave Duration (calendar days)</b>
1.	Administrative-Managerial Staff	21	6	27
2.	Educational-Support Staff	21	6	27
3.	Technical Staff	21	3	24
4.	Service Staff	21	3	24
5.	Professors-Teachers	56	0	56

Appendix 3 to The Collective Agreement  
 Approved by the general meeting(conference)  
 of the labor collective Protocol No. \_\_\_\_  
 dated " \_\_\_\_ " \_\_\_\_\_, 20\_\_

**LIST OF PROFESSIONS AND POSITIONS SUBJECT TO INITIAL AND PERIODIC MEDICAL EXAMINATIONS**

<b>№</b>	<b>Profession/Position</b>	<b>Medical Examination Period</b>
<i>1</i>	<i>2</i>	<i>3</i>
1.	Professors-Teachers directly involved in the educational process	Once a year
2.	Other Employees	Once every two years
3.	Drivers	Once a year
4.	Cleaners	Once a year

Appendix 4 to The Collective Agreement  
 Approved by the general meeting(conference)  
 of the labor collective Protocol No. \_\_\_\_  
 dated " \_\_\_\_ " \_\_\_\_\_, 20\_\_

**LIST OF PROFESSIONS AND POSITIONS ELIGIBLE FOR FREE HYGIENE PRODUCTS**

<b>No.</b>	<b>Department/Unit</b>	<b>Profession/Position</b>	<b>Types of Hygiene Products</b>	<b>Monthly Distribution Standard</b>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	
1.	Technical Service Staff	Cleaners	Dry towel, soap, gloves, cleaning gels	Monthly
2.	Medical Service Staff	Doctor	Dry towel, soap, disposable gloves	Monthly

Appendix 5 to The Collective Agreement  
Approved by the general meeting(conference)  
of the labor collective Protocol No. \_\_\_\_  
dated " \_\_\_\_ " \_\_\_\_\_, 20\_\_

**LIST OF PROFESSIONS AND POSITIONS ELIGIBLE FOR FREE  
SPECIAL CLOTHING, FOOTWEAR, AND PERSONAL PROTECTIVE  
EQUIPMENT**

<b>No.</b>	<b>Departments/ Units</b>	<b>Profession/Pos ition</b>	<b>Types of Special Clothing, Footwear, and Personal Protective Equipment</b>	<b>Duration (monthly use)</b>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
1.	Technical and Service Staff	Electrician	Special clothing, gloves, jacket, footwear, helmet	Monthly
2.		Plumber		
3.			Cleaner	
4.		Yard Cleaner		
5.				

Appendix 6 to The Collective Agreement  
Approved by the general meeting(conference)  
of the labor collective Protocol No. \_\_\_\_  
dated " \_\_\_\_ " \_\_\_\_\_, 20\_\_

**List of Categories of Employees Required to Enter into Full Material Liability  
Agreement**

1. Cashier
2. Librarian
3. ICT Employee
4. Dormitory Commandants
5. Employees of the Household Affairs Department
6. Drivers
7. Human Resources Department Employees

Appendix 7 to The Collective Agreement  
Approved by the general meeting(conference)  
of the labor collective Protocol No. \_\_\_\_  
dated " \_\_\_\_ " \_\_\_\_\_, 20\_\_\_\_

## **Regulation on Organizing the Activities of Individual Labor Dispute Commissions**

### **I. General Provisions**

This Regulation is developed to form a unified practice of resolving individual labor disputes at the University and to increase the effectiveness of dispute resolution. It includes the creation of individual labor dispute commissions, the procedure for examining individual labor disputes, and the provisions for enforcing the commission's decisions. The following key terms are used in the Regulation:

Individual Labor Disputes ("disputes") – disagreements arising between the employer and the employee concerning the application of labor laws and other normative acts, as well as the conditions of the employment contract.

Individual Labor Dispute Commission ("commission") – a body formed with the participation of the employer and the trade union committee or other representative body of employees ("employee representatives") that examines disputes.

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

The formation of commissions, their number, and their term of office are determined in the collective agreement or, if no agreement is in place, in an arrangement between the employer and employee representatives.

The collective agreement may include the establishment of a commission directly at the University and, if applicable, within its structural units where the trade union operates. The commission is composed equally of employer and employee representatives.

Commission members from employee representatives are approved by the decision of the relevant body, and the employer's representative is confirmed by the employer's order. Changes to commission members are made in the same manner.

### **III. Organization of Commission Activities**

Issues within the commission's competence are examined at its meetings. Chairing of each meeting is alternated between employer and employee representatives. It is not allowed for the chairperson and the secretary of a meeting



to both represent the same side. During each meeting, the parties appoint the next chairperson and secretary, who are responsible for preparing documents and calling the next meeting.

A quorum does not require the presence of more than half of the members, but equal representation from employer and employee representatives is necessary. The absence of the chair or secretary is not grounds to postpone the meeting. If absent, the chair and secretary are appointed from those present, based on mutual agreement. The collective agreement may include provisions for relieving a commission member of their duties during commission work, with salary maintained.

#### **IV. Filing Disputes with the Commission**

Dispute resolution by a commission Under the Labour Code are considered by a commission or a district (city) court, and the employee, in turn, has the right to appeal to one of these bodies to resolve the dispute. the dispute is made. dispute is made.

Before applying to the commission, the employee must negotiate with the employer in order to resolve the dispute. An application for a dispute not resolved by negotiation may be referred to the commission at a later date.

Only the employee or a person represented by the employee has the right to apply to the commission for a dispute resolution, in other cases, the employer's application will not be considered by the commission.

Information about the time, place and procedure for applying to the commission must be communicated to employees in a convenient place and form.

A written application of an employee to the commission shall be recorded in an appropriate register. The registration of applications should be assigned to one of the members of the commission (e.g. the secretary).

The application is written in free form and contains:

Name of the institution;

name, surname, first name, place of work and place of residence (address) of the author of the application;

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

list of documents attached to the application;

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

The day of registration of the application shall be the day of commencement of the terms.

The three-month deadline established by law must be observed when applying to the commission on a dispute.

Missing the deadlines for valid reasons, labour will be grounds for their reinstatement by the Dispute Commission.

**The following disputes are not considered by the commission, as they are directly under the jurisdiction of district (city) courts:**

Disputes on compensation by the employer for damage to the employee's health (including moral injury) or damage to property in the performance of labour duties;

disputes about reinstatement regardless of the grounds for termination of the labour contract, about changing the definition of the time and grounds for termination of the labour contract, compensation for time spent on forced absenteeism or disputes about payment for low-paid work;

disputes on compensation of losses caused by the employee to the employer; disputes on unreasonable refusal to hire (Article 78 of the Labour Code of the Republic of Uzbekistan);

disputes arising from issues resolved in advance with representatives of the employer and employees.

Also, separate laws regulate labour disputes related to issues of compensation and disciplinary action in connection with termination of employment contract, transfer to another job, unjustified transfer to another job or termination of employment relations of certain categories of civil servants. is considered and is not within the competence of labour dispute commissions (Art. 276 of the Labour Code of the RUz).

## **V. Procedure for consideration of disputes in the commission**

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

The commission is obliged to consider the labour dispute within ten days from the date of submission of the application.

In cases where the commission fails to consider and resolve the labour dispute within ten days, representatives of the parties, members of the commission refuse to participate in the meeting, the employee concerned has the right to refer the consideration of the dispute to the commission. district (city) court.

The dispute will be considered with the participation of the employee who submitted the application. Consideration of the dispute without participation of the employee is allowed only if the employee has a written application. If the employee fails to attend a meeting of the commission without a valid reason, a decision may be made to remove the application from the agenda. This situation does not deprive the employee of the right to reapply.

The employee and his/her representatives have the right to invite a lawyer to participate in the consideration of the labour dispute. The Commission has the right to summon witnesses to the meeting, invite experts, require the employer to provide the necessary calculations and documents.

At the meeting of the commission, minutes are kept and a decision is taken on the issue under consideration. The minutes and the decision shall be signed by the chairman and the secretary of the commission.

The minutes should reflect: the place and date of the meeting;  
 Name of the institution and composition of the commission;  
 last name, first name, rank, position of the employee who filed the application;  
 date of receipt of the application and nature of the dispute;  
 persons participating in the commission meeting, including representatives of the parties,  
 information about witnesses and experts;  
 applications, petitions and explanations of persons participating in the consideration of the dispute;  
 testimony of witnesses, conclusions and explanations of experts, results of examination of written evidence;  
 content of the commission's decision and its justification (with references to regulatory documents, collective agreements, employment contracts);  
 information about the content of the commission's decision, the procedure and time limits for appealing the decision.

By agreement between the employer and the employee's representatives, the commission makes a decision to satisfy, partially satisfy or refuse to satisfy the employee's application on the dispute.  
 accepts.

The decision must be substantiated by evidence and based on labor legislation and other regulatory documents, as well as the employment contract.

If the commission decides to partially satisfy the employee's demands in the dispute under consideration, the decision must clearly and distinctly reflect the satisfied and rejected demands of the employee, as well as the actions that the employer must take.

Likewise, when making a decision on disputes on the collection of money, the commission's decision must clearly indicate the amount due to the employee.

If an agreement is not reached between the employer and the employees' representatives and a decision is not made on the dispute, a corresponding entry will be made in the minutes.

Name of the institution (department), last name, first name, rank, position of the employee who applied to the commission;

date of application to the commission and consideration of the dispute;  
 nature of the dispute;

nature and grounds for the decision taken (legislation, team, employment contracts) by link);

last names, first names, positions of the commission members who took part in the meeting;

dwell on the issue on the agenda, i.e. satisfaction, partial satisfaction, refusal information on whether a decision or agreement was reached.

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

A copy of the decision taken is sent to the employee within three days from the date of its adoption will be transferred to the service provider and employee representatives.

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

The decision of the labor dispute commission must be executed by the employer within three days after the expiration of the ten-day period for appealing this decision.

The commission's decision to reinstate an illegally transferred employee to his previous job or to pay the employee wages for a period not exceeding three months is subject to immediate execution.

In the event of a delay in the execution of the decision by the employer, the commission that made the decision shall decide to pay the employee the average wage for the entire period of delay in execution or to pay the difference in wages in full.

However, if the employer fails to execute the commission's decision within the specified period, the commission shall issue the employee a certificate having the force of a writ of execution. The certificate shall be signed by the chairman of the commission and confirmed by the seal of the commission, and in cases where the commission's seal is absent, by the seal of the presiding party.

In accordance with the Law of the Republic of Uzbekistan "On the execution of court documents and documents of other bodies", the act is considered an official executive document and is the basis for compulsory execution.

In case of loss of the original writ of execution, the basis for restoration is its duplicate issued in the manner prescribed by law.

According to the requirements of the law, the certificate must indicate:

Name of the Commission (Institution);

Certificate number and the commission's decision, which is the basis for its issuance (number and date of the order);

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

Instructional (decisive) part of the commission's decision;

Date of entry into force of the commission's decision;

Date of issue of the Commission's certificate and the terms of its execution.

For the compulsory execution of the commission's decision, the bailiff must, without fail, submit the certificate issued by the commission to the district (city) court within three months from the date of its receipt.

However, the certificate will not be issued if the employer or employee applies to the court for consideration of the dispute. Basharti, if an employee who has been illegally transferred to another job applies to the court with a request for the compulsory execution of the commission's decision on the basis of a certificate issued by the commission, it is lawful to recover from the employee the time of

forced absence caused by being late in executing the decision on the claim filed with the court.

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

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

If this period is missed due to valid reasons, a lawsuit may be filed with the court asking to restore the missed period and consider the dispute on its merits.

### **VIII. Responsibilities of the Trade Union in Supporting the Commission's Activities**

If a member of the trade union appeals to the primary trade union committee of the University regarding a dispute, the trade union committee is required to assist the employee in their relations with the employer. This includes participating in the resolution of the dispute, explaining the employee's rights, and outlining the procedures and methods for restoring any violated rights. The committee must also assist with the documentation needed to file a complaint with the commission.

A person authorized by the trade union committee, who is not a member of the commission, may participate in the dispute resolution process on behalf of the employee. In addition, members of the trade union committee may be involved in the dispute resolution process as witnesses or experts.

In order to protect employees' labor rights during the resolution of disputes, the trade union:

- Takes the initiative in setting up the commission and continuously supports its activities;
- Proposes the adoption of a regulation aimed at organizing the commission's activities within the University;
- If multiple employee representative bodies operate within the University, the trade union nominates its members to the commission for confirmation by the general assembly of the labor collective;
- Acts as the employees' representative during direct negotiations with the employer to resolve disputes;
- Assists trade union members in preparing applications to the commission or court, as well as in gathering other materials related to the dispute resolution process;
- Participates in the commission's activities through its representatives who are members of the commission;
- Assists in the enforcement of commission decisions;
- Organizes training to improve the knowledge of commission members and employees regarding labor legislation;
- Takes the necessary steps to include additional guarantees in the collective agreements beyond those provided by current legislation for commission members.

## **IX. Final Provisions**

The commission's documents must be registered and stored in the same way as financial and administrative documents of the institution. The employer is responsible for providing organizational support for the commission's activities, including appointing a person in charge of managing the documentation and ensuring proper storage.

The termination of the commission's activities is carried out through mutual agreement between the parties by amending the collective agreement.

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