

# The employment relationship and employee rights at work



# Employment relations in Uzbekistan

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According to Uzbekistan's Labor Code, labor-management relations should be formalized in a fixed-term or temporary employment contract.

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The maximum length of a single fixed-term contract is 5 years. The Labor Code and subordinate labor legislation differentiate layoffs and firing.

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Employees can terminate their employment by filing two-week prior written notice, or apply for leave without pay.

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Layoff or temporary leaves without pay can be initiated by an employer due to worsening of the economic situation.

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For firing (severance), the employer should personally give two months' advance notice

**13  
conventions  
of the UN's  
International  
Labor  
Organization  
(ILO) are  
officially in  
force in  
Uzbekistan:**

Forced Labor Convention;

Right to Organize and Collective Bargaining Convention;

Equal Remuneration Convention;

Abolition of Forced Labor Convention;

Discrimination [Employment and Occupation] Convention;

Minimum Age Convention;

Worst Forms of Child Labor Convention;

Employment Policy Convention;

Forty-Hour Week Convention;

Holidays with Pay Convention;

Maternity Protection Convention [Revised];

Workers' Representatives Convention; and

Collective Bargaining Convention.

# Employment relationship

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The employment relationship is visualized as a process of socio-economic exchange.

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An employment contract is not an immediately closed relationship of exchange.

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The employment relationship contains an economic component – the exchange of work for payment – but also includes a sociological dimension centered on power and authority.

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The economic and sociological components of the employment relationship are structured by the contract of employment.

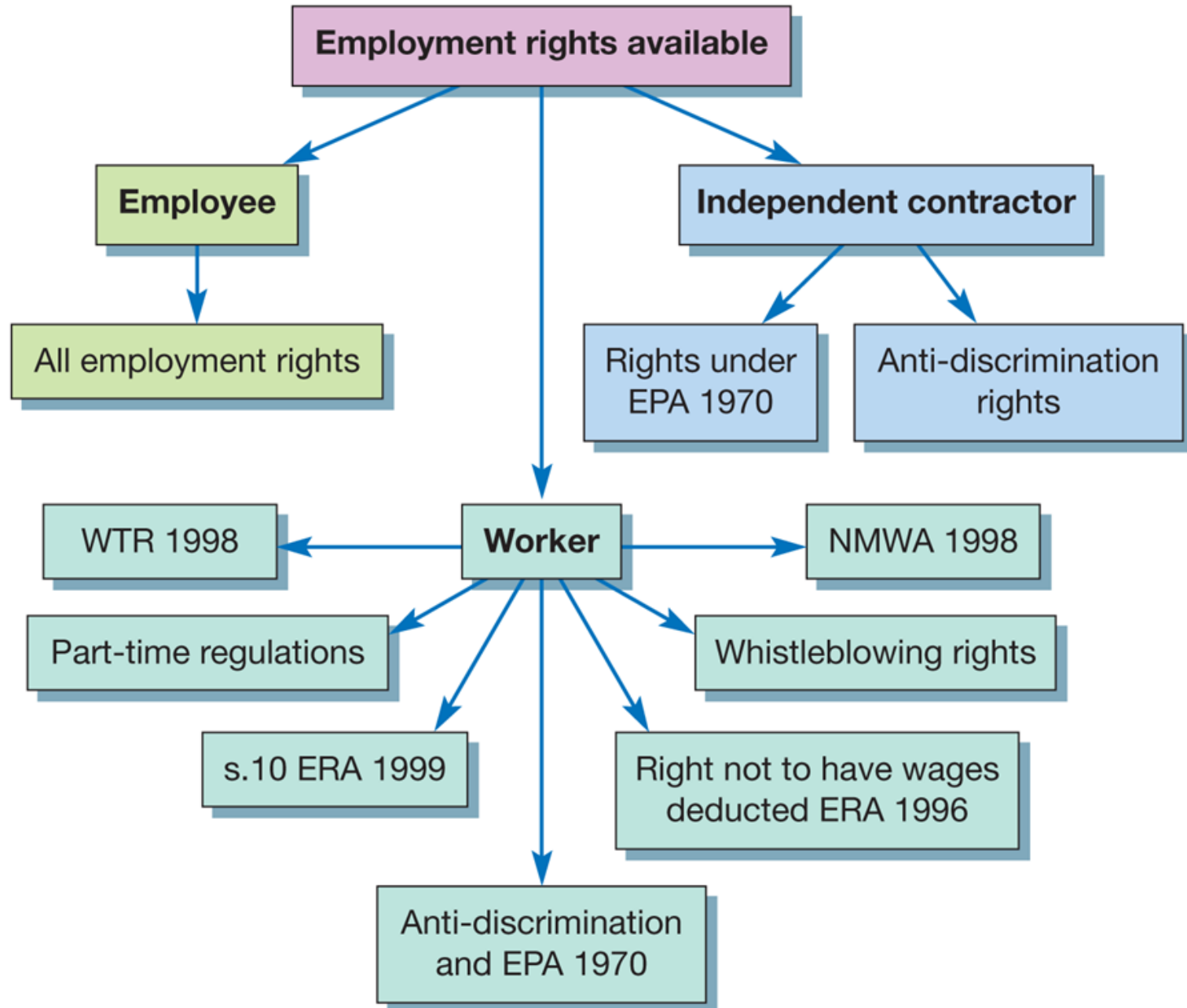
# Contractual Vs Statutory Employment Rights

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***Contractual rights*** - All employees have a contract of employment that governs the relationship between the employer and an individual employee.

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***Statutory employment rights*** - provide a basic floor of rights for all workers. Statutory employment rights are created by legislation in the form of Acts of Parliament and, increasingly, European Union directives that must be incorporated into UK law.



# The importance of the contract of employment

The existence of a contract of employment, and hence the classification of an individual as an employee, determines the availability of employment rights.

The legal categorization of an individual as an 'employee' opens access to all employment rights to all employment rights, while other groups have restricted rights.

invitation to treat

offer

acceptance

consideration

intention to create legal relations

## **The Contract of Employment - elements**

Contracts are seen to  
contain 5 elements



Superior overall organizational performance (in sales, growth, market share and customer satisfaction)

Success in international markets

Fewer industrial disputes

Higher productivity

More effective enterprise agreements

Fewer workplace accidents

Lower staff turnover and absenteeism

## **Benefits of Effective Employment Relations**



# **COMMON LAW DUTIES OF THE EMPLOYER**

# Common law duties of the employer

01

Provide a reasonable opportunity for the employee to work and pay the agreed wages as consideration for work performed.

02

Take reasonable care to ensure that all employees are safe at the workplace, and indemnify any employee for injury sustained during employment.

03

Treat all employees in a courteous and polite manner. That is, employers should not 'bully' or abuse their employees, or subject them to racist or sexist remarks.



# **COMMON LAW DUTIES OF THE EMPLOYEE**

# Common law duties of the employee

01

be ready and willing to work for their employer;

02

offer personal service to the employer: that is, not hold a second job without agreement;

03

take reasonable care in the conduct of their personal service;

04

work in the employer's time, obey reasonable orders during that time, and undertake not to disrupt the employer's business on purpose;

05

not disclose any trade secret to their employer's competitors.

# Types of employment contract



Permanent, ongoing or open-ended contracts



Temporary contract



Fixed-term contract



'Casual', 'spot' or zero hours contracts

## **Express terms and conditions**

These form an explicit part of an individual contract of employment. They are often referred to as the written terms and conditions of the contract that are included in the written statement of the contract. Any employee, irrespective of the number of hours they work, must be given a statement of the written terms and conditions of their contract within two months – eight weeks – of starting work.

**Terms and  
conditions within  
employment  
contracts**

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All employees have a contract of employment; equally, all employees receive some level of statutory protection against arbitrary and unreasonable treatment by an employer.

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Statutory protection can be framed in individual terms, for example protection against sexual and racial discrimination in the workplace; alternatively, rights may be collective.

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Statutory day one rights provide a minimum level of protection to all workers. Some workers may have additional contractual rights negotiated by their employer and a recognized trade union.

## **Statutory rights relating to employment contracts**



Employment contracts can terminate in a variety of ways, for example job redundancy, voluntary resignation, death in service, non-renewal of a fixed-term contract and summary termination due to conduct.

- Fair dismissal
- Unfair dismissal
- Wrongful dismissal
- Constructive dismissal

## **Termination of the employment contract**

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If employees feel that a contractual or statutory employment right is either absent or incorrectly proceduralised or not enforced, there are several routes that they can take.

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Discussion of the situation with a supervisor, line manager or the personnel function may result in corrective action.

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Alternatively, an employee might raise their grievance with a trade union representative or other employee representative.

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Lastly, and more often in cases of alleged unfair dismissal, an employee can instigate proceedings against their employer or former employer by making an application to an employment tribunal.





# Employment rights

**SITCOMS BLOW**

# LIE DETECTOR



# Equal pay / equal value

The EPA is applicable in three situations:

- Like work.
- Work rated as equivalent under an analytical job evaluation scheme.
- Where work is of equal value

# Sex discrimination/harassment

It is unlawful to discriminate against an employee that is offer them less favorable treatment.

- Direct discrimination.
- Indirect discrimination.
- Victimization.
- Harassment.
- Discrimination on the basis of association or perception.

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The rules and regulations in respect of maternity rights are very complicated. It is important that both the employer and the employee follow them carefully.

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Some employees have better maternity arrangements than the statutory arrangements; this is usually the result of collective bargaining arrangements in the workplace.

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Maternity leave may be extended if the employee is sick or has an illness related to confinement.

## **Maternity, adoption and paternity rights**



# Disability discrimination

***Less favorable treatment.*** This situation arises when a disabled employee is able to demonstrate less favorable treatment – in comparison with an able-bodied person – that is related to their disability that cannot be justified by the employer.

***A duty to make reasonable adjustments.*** A failure to make reasonable adjustments in the workplace may result in disability discrimination.

***Victimization.*** It is unlawful to bully, harass or victimize a person who alleges disability discrimination, enforces statutory rights under the Act or gives evidence in a disability case.



## Sexual orientation

- Sexual orientation as an attraction to a person of the same sex, the opposite sex or both, as such covering the whole of the LGBT community.

## Religion and belief

## Age discrimination

# Other types of discrimination



# ETHICS AND RIGHTS

# Common aspects

- Subjective constructs → it is hard to conceptualize
- Valued and respected
- Importance not only of “having rights”, but also of its perception
- Legal frameworks in both cases are in need of ethical interpretation.