
Dismissal of Young People and their Characteristics

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Abstract: In the field of legal relations, the rules of regulation of the rights of the territory of the Republic of Uzbekistan, the conditions under which the contract of employment has the possibility of termination of the contract of employment, regardless of the term and the term of the contract, the decision to terminate the contract of employment with the initiative of the employee. Extensive information was provided on the requirements of the law, the rules of employment and the rights of minors under the age of 18.

Keywords: rights of duty, code of duty, contract of duty, international law, convention, principles, worker, employer, alternative military service, term of warning, order, court.

The most common violation of the rights of young people during labor relations is the relationship associated with the termination of the contract of employment. Therefore, the Labor Code of the Republic of Uzbekistan and other labor regulations pay special attention to the protection of their current labor rights.

The rules of duty also provide for the possibility of increasing the relationship of duty in the case of violation of the principle of voluntariness of duty, freedom of choice of profession and place of work. Legal relationship between the employee and the employer due to the fact that the termination of the contract of employment is subject to certain legal conditions.

High level of protection of employees' rights in labor relations is one of the hallmarks of the labor legislation of the Republic of Uzbekistan in the conditions of market relations. In accordance with this, employees have the opportunity to terminate any contract of employment at any time, regardless of whether it is obligatory or not, without any hindrance.

The 1963 recommendations of the International Labor Organization on the termination of the treaty of obligation and the Convention on the Abolition of the Treaty of Obligation on June 22, 1982 set out the principles of international law that led to the termination of the treaty [1].

The statute of obligations provides for the termination of the contract of employment by the request or interference of persons who are not parties to the contract, as long as they are not parties to the contract and are not parties to the contract.

Article 97 of the Labor Code of the Republic of Uzbekistan provides for the following impediments to the termination of the contract of duty:

1. According to the agreement of the parties. All types of obligations under this contract may be terminated at any time;
 2. With the publication of one of the parties;
 3. Upon expiration of the term;
 4. In cases not related to the will of the parties;
 5. See the restraints provided for in the contract of duty;
 6. In connection with the fact that he was not elected to a new term (failed to pass the election) or increased his participation in the election (election).
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Both a contract of obligation for an indefinite period and a contract of obligation for a specified period may be terminated at any time by agreement of the parties. Dismissal of persons serving a sentence in the form of correctional labor, alternative military service, established only by a court order, with the consent of the employer and the employee is not allowed. This is due to the fact that only the relevant documents of the authorized state bodies can prevent the establishment and strengthening of relations with them.

Circumstances such as exchange of enterprise property (expulsion, sale of the enterprise from the state power), reorganization, merger, separation, transfer from one body to another do not lead to the termination of the contract of employment and it is possible for the employee. The change of property in the prescribed manner may result in the dismissal of the head of the enterprise, his deputies, the chief accountant (paragraph 6 of Article 100 of the GC) [2]

The election or appointment to separate state and public positions (state government, governing bodies, citizens' self-government bodies, public bodies, etc.) is provided for in the regulations. The expiration of the term of office of the employees working in these positions, determined by the results of the election or selection, shall be notified of the conduct of a new election or election. Failure of an employee to collect the required number of votes in the next election or election, or his / her refusal to participate in the election (election) may result in dismissal in accordance with Article 97, paragraph 6 of the Labor Code.

The contract of obligation may provide for the termination of the contract of obligation only as a condition for the statutory admission. It is not considered valid to include in the contract the conditions that contradict the regulations as a deterrent to the termination of the contract of obligation. A contract of employment may be terminated at any time by the employee's initiative without notice, regardless of the term of the contract of employment or whether it is for an indefinite period. The employee has the right to notify the employer in writing two weeks in advance in order to terminate the contract, to terminate the work after two weeks, and the employer to dismiss the employee after the expiration of this period, to report to him. An employee's application for termination of the contract of employment must be legally free, express a will, and the application may be invalidated by a subsequent court under the pressure of the employer.

As stated in paragraph 15 of the Resolution of the Plenum of the Supreme Court of the Republic of Uzbekistan dated April 17, 1998 No. 12 "On the application by courts of the rules governing the termination of the contract" [3]:

The contract of employment may be terminated with the consent of the employer and the employee, even before the end of the two-week notice period at the beginning of the employee. The termination of the employment relationship without the consent of the employee without the expiration of the notice period established by the statute or reduced by agreement of the parties shall satisfy the claim to declare the termination of the contract of employment illegal and reinstate the employee to his previous job.

Arbitrary termination of employment before the expiration of the notice period is considered a violation of obligations. The deadline for submission of the application is the date of its submission to the employer (head of the enterprise, his deputy, receptionist, personnel department, divan, etc.), and the notice period begins the next day. The notice period includes all days on the calendar. If the expiration of the notice period falls on a day off or holiday (non-working day), the last working day and the day of termination of the contract shall be the first day after the holiday or holiday.

Upon expiration of the statutory or abbreviated notice period by agreement of the parties, the employee has the right to terminate the work, and the employer is obliged to give the

employee a copy of the order of termination of the workbook and the contract of employment. Delays in completion of the work started, failure to sign the absence of debts, failure to hand over the employee's material assets are not allowed.

During the notice period established by the statute or shortened by the agreement of the employee and the employer, the employee has the right to withdraw the application for the issuance of an order on the termination of the contract of employment. The fact that someone else has been offered to replace the employee does not preclude the withdrawal of his application, because the employer has the right to nominate another employee for this job (position) only after the termination of the contract of employment between the previous employee.

If, despite the expiration of the notice period, the contract of employment has not been terminated and the relationship continues, the employee's application for termination of the contract of employment shall be revoked and the contract of employment may not be terminated on the basis of this application. An application for termination of a contract of employment by an employee shall not deprive the employee of the right to terminate a contract of employment in the event of compliance with the established procedure before the expiration of the notice period to the employer, if appropriate.

If the application for termination of the contract of employment is initiated by the employee and the employee is unable to continue working (admission to the university, retirement, election to an elected position, etc.), the employer is obliged to dismiss the employee. Although Section 5 of Article 90 of the CC provides a list of cases of inability to continue the case, the court takes into account other circumstances (obstruction of the performance of a particular case by a medical examiner, the fact that the first group is a family member, etc.). may receive [4]. An employee has the right to withdraw his / her application for dismissal from the employer at any time, or to submit another application for dismissal. In this case, the termination of the contract of employment on the initiative of the employee is not allowed.

Additional guarantees are established at the time of dismissal of employees under the age of 18, and the employer must strictly comply with them.

In conclusion, the Code of Conduct and other statutory documents, as well as internationally ratified treaties and regulations, prohibit young employees from entering and leaving work.

References:

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4. Collection of decisions of the Plenum of the Supreme Court of the Republic of Uzbekistan. 1991-1998, two years, II year, T., 1999, pp. 66-69.