SYSTEMATIC VIOLATION BY A WORKER OF HIS LABOUR DUTIES

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Abstract
The article analyzes disciplinary responsibility and systematic violation of labour duties, application of disciplinary sanction as termination of labour contract. The purpose of the article is to investigate termination of labour contract at initiative of employer in connection with a systematic violation by a worker of his labour duties.

Index Terms— systematic violation, labour duties, disciplinary offence, disciplinary responsibility, material responsibility, measures of pressure.

I. INTRODUCTION

A worker shall be obliged in good faith to fulfill his labour duties, comply with labour discipline, execution legal regulations of the employer in a timely way and precisely, comply with technological discipline, requirements relating to the protection of labour, technical safety, and production sanitation, and treat with care the property of the employer.

Labour discipline shall be ensured by the creation of necessary organisational and economic conditions for normal work by methods of stimulation and incentive for conscientious work and the application of measures of sanction to unconscientious workers.

Many scientists in the field of labor law have addressed the problems of termination of labor contract at the initiative of the employer in connection with the culpable actions of the employee in their research.

In recent years, the problems of terminating of labor contract at the initiative of the employer and resolving individual labor disputes on these grounds have been actively developed in the works of Ismailov, Sh.A [1], Burxanxodjayeva, X.V [2], Raximov, M.A [3, 8], Raximberganova, B.D [4], Xojabekov, M.J [5,9], Karimjonov, M.M [6], Rahimqulova, L.U. [7].

II. MATERIALS AND METHODS

In the course of the research, such methods as comparative legal, systemic and structural, logical, sociological, complex study of scientific sources, induction and deduction, empirical research data were applied.

III. RESULTS AND DISCUSSION

According to clause 3 of the second part of Article 100 of the Labor Code of the Republic of Uzbekistan, a second commission by a worker of a disciplinary offence within a year from the date of bringing the worker to disciplinary or material responsibility or the application to him of measures of pressure provided for by legislative and other normative acts on labour for a preceding violation of labour duties shall be deemed to be ***a systematic violation of labour duties.***

"Systematic" primarily means repeated violation by an employee of his or her job duties in a certain period. The duration of this period is defined in clause 3, part two of article 100 of the Labor Code of the Republic of Uzbekistan and is a calendar year from the date of application of measures for a previous violation of labor duties.

It should be noted that, when resolving labor disputes on termination of an employment contract on this basis, the courts, despite the fact that the employee really committed several disciplinary offenses during the year, do not recognize them as systematic for the reason that for these offenses against the employee no enforcement measures were applied. Consequently, to determine the systematic nature of violations, those violations for the commission of which the employee was not held liable, disciplinary penalties were not imposed on him, and other measures of influence provided for by legislation or other labor regulations were not applied.

Previously, when defining the system, only violations were taken into account for which disciplinary or social penalties were applied to the employee. Violations for which other measures of influence were applied to the employee were not taken into account. Unlike the previous Labor Code, the Labor Code of the Republic of Uzbekistan for determining the system allows taking into account the violations committed by the employee, for which not only disciplinary sanctions were applied, but also additional actions provided for by legislative and other acts on labor (deprivation of bonuses, personal allowances, thirteenth salaries, etc. .p.), as well as bringing the employee to material responsibility.

According to Article 183 of the Labor Code of the Republic of Uzbekistan, the duration of a disciplinary sanction **cannot exceed one year** from the date of its application. Therefore, when determining the system of violations, only those disciplinary sanctions should be taken into account, from the date of imposition of which no more than one year has passed. You should not take into account the misconduct for which the disciplinary penalty was removed from the employee ahead of schedule. It is also important to note that exactly this procedure is applied when determining the system of violations, for the commission of which other measures of influence were applied to the employee that do not have any time limit for their action (deprivation of bonuses, financial liability, etc.).

When determining the system of violations, only those violations can be taken into account for which measures of influence are applied to the employee, provided for by legislative or

other normative acts on labor. Therefore, those violations of labor discipline for which disciplinary sanctions were imposed on the employee that are not provided for by Article 181 of the Labor Code of the Republic of Uzbekistan (“indicate”, “warn”, “strictly warn”, “transfer to a lower-paid job”, etc.) or which - any additional measures not provided for by legislative or other normative acts on labor are not taken into account to determine the system. It is also impossible to take into account those violations for which the employee will be subject only to administrative punishment. For example, a violation by a public transport driver of traffic rules, for which he is fined by the traffic police, cannot be taken into account when determining the system, since this punishment is not stipulated by labor legislation, but by the Code of Administrative Responsibility.

Previously committed disciplinary offenses, for which the employee was subjected to locally fixed additional measures of influence (deprivation of allowances, bonuses), are taken into account when terminating the employment contract under clause 3 of part two of article 100 of the Labor Code of the Republic of Uzbekistan, if they were applied to the employee in cases stipulated by the relevant local acts. So if an employee who violated his labor obligations, in accordance with the bonus regulations in force at the enterprise, was deprived of the production bonus provided for by the remuneration system, this is taken into account when determining the system. At the same time, non-payment of incentive bonuses to an employee (for anniversaries, holidays, etc.), as well as non-application of other incentive measures to an employee, is not taken into account when determining the system of violations.

Resolution of the Plenum of the Supreme Court of the Republic of Uzbekistan from April 17, 1998 "The application by the courts of legislation governing the termination of an employment agreement (contract)" (paragraph 33) draws the attention of the courts to the fact that when deciding on the legality of the termination of an employment contract under paragraph 3 of part two of Art. 100 of the Labor Code, it is necessary to find out whether the violation by the employee of labor duties was systematic.

The court verifies not only the observance of the established procedure and the timing of the imposition of disciplinary sanctions upon termination of the employment contract under paragraph 3 of part two of Art. 100 of the Labor Code of the Republic of Uzbekistan, but also finds out whether the terms and procedure for imposing disciplinary sanctions have been observed, whether it is justified to bring an employee to financial responsibility or to apply additional measures of influence to him (deprivation of bonuses, remuneration for length of service, etc.) for a previous violation of labor discipline.

Termination of an employment contract under clause 3 of part two of Art. 100 of the Labor Code of the Republic of Uzbekistan is recognized as illegal if in the course of the trial it is established that the disciplinary sanction previously applied to the employee was removed ahead of schedule, before the expiration of a year from the date of its imposition, was lifted

in accordance with the established procedure (part two of Article 183 of the Labor Code of the Republic of Uzbekistan).

If the violation by the employee continued, despite the disciplinary sanction imposed for this offense, bringing the employee to financial liability or applying additional measures to him, it is permissible to impose a new disciplinary sanction on the employee, including termination of the employment contract with him under clause 3 of the second part of Article 183 Labor Code of the Republic of Uzbekistan.

IV. CONCLUSION

Although the Labor Code of the Republic of Uzbekistan specifies the right of the employer to terminate the employment contract in connection with a systematic violation by a worker of his labour duties or a single gross violation of labor duties by the worker. In such cases, in order to establish the truth, the employer needs to conduct an **internal investigation**, which is done in practice.

However, neither the Labor Code of the Republic of Uzbekistan nor other regulatory legal acts regulate the procedures for conducting such an audit, the rights and obligations of the employer and employee related to the performance of an official audit are not enshrined. It seems that the issues under consideration should be settled taking into account the interests of both the employer and the employee.

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