

**PRELIMINARY TEST DURING CONCLUSION OF EMPLOYMENT CONTRACT AND  
RECRUITMENT**

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**Abstract :** *This in the article labor contract to compose and him/her clearance, employee and work giver between relationships, work acceptance to do procedure, employee to work acceptance when done to him/her determined initial test, work giver employee with structured labor of the contract test result about information is given.*

**Key words:** *labor contract, employee, citizen, work giving, right, parties, order, initial test, law, official person, organization.*

According to the Article 42 of the Constitution of the Republic of Uzbekistan, everyone has the right to worthy labor to do, profession and activity type free choice, security and hygiene requirements answer giving comfortable labor under the circumstances work, labor for no how without discrimination and to work right to pay designated the most less from the amount less not been in a way fair right to get, as well as from unemployment in law designated in order protection right has .

Citizens labor to do was constitutional rights done increase organizational and legal shape this labor is a contract.

Uzbekistan Republic Labor According to Article 103 of the Labor Code, contract employee and work giver between of the parties mutual rights and obligations determinant agreement to him appropriate employee work the giver interest looking forward to this in agreement designated labor task his/her leadership and control under personally execution, internal labor to the rules compliance to grow commitment , work giver and to the employee conditioned labor task according to work to give, to an employee work right own on time and complete in quantity pay, labor about in law, labor about other legal in documents and this in agreement in mind caught labor conditions provide obligation own on behalf of takes.

Employee and work giver labor of the contract sides is considered.

To work acceptance to do work the giver command with is formalized. Order release for employee with structured labor contract basis It will be.

Enterprise the leader to work acceptance to do enterprise property owner's right this is the right to exercise it directly, as well as through his/her representative organs through or the enterprise management right given enterprise board, management or other organs through done increase.

Enterprise leader enterprise owner to him/her gave powers within employees with labor contracts composes.

Labor contract one kind to power has was at least two in copy writing in the form formed, each of them parties by will be signed.

Labor each of the contract copy employee and to work acceptance to do right has was official person's signatures with Work is strengthened in the giver seal there is was in case official person's labor of the contract all in copies signature seal with is confirmed.

Labor of the contract one copy to the employee given, another (others) work in the giver is stored. Labor of the contract copy employee by received work in the giver stored labor contract in the copy employee labor of the contract copy received about separately signature with is confirmed.

Labor in the contract labor contract structured date and place, labor of the contract number and his/her of the party's requisites is displayed.

Labor contract work giver and employee by signed from the day considering to power enters.

Employee labor in the contract designated from the date considering labor tasks to do entry condition. If labor in the contract work starting day unmarked if yes, employee contract to power entered from the day next work on the day to work entry need.

Republic of Uzbekistan Labor According to Article 109 of the Labor Code, contract to compose and void to do, as well as to him/her change and additions input in law designated "Single National" in order labor system interdepartmental in the software - hardware complex register transfer condition.

To work acceptance to do about command structured labor of the contract to the content full appropriate accordingly is released.

Labor to the contract placed from demand come came out without, also run the command acceptance to do right has was official person signs. The command content employee with structured labor of the contract to the content clear suitable. The command is required to be main task of the enterprise official individuals by contract conditions execution is to provide.

Law in the documents designated to work acceptance to do in order compliance to be work the giver task is considered. To work acceptance to do necessary at the level not formalize (i.e. , not in writing) labor contract or of the order absence, order contract to the content suitable not coming, without them to work acceptance to do road unattainable of documents presented Immaturity, employee by law in the documents in mind not caught documents presented to demand the termination of the contract to work acceptance to do right has was official person by signed and enterprise seal with approved copy to the

employee not to give and etc.) work giver by labor about law of documents violation as is evaluated.

To work acceptance in doing Labor contract of the parties to the agreement see initial test condition to be determined possible. Initial test about agreement labor of the contract additional condition is considered. Labor contract following for the purpose initial test with structure possible:

☒employee being submitted to work compatibility check;

☒labor in the contract condition as shown the work continue to hold to the goal compatibility about employee by decision acceptance to do.

Initial from the test to go labor in the contract conditioned to be need. Such conditioning there is not happened in case, employee initial without test to work acceptance is considered done.

Republic of Uzbekistan Labor Article 129, paragraph 3 of the Code to the part appropriate to work acceptance to do during employees test undefined categories it is set for if so, then test without condition real confession is being done, employee and without test to work acceptance done is considered.

Initial test only the employee to work acceptance to do during to be determined possible. Employee other to work while being held and other work to the giver service on a trip when sent initial test to be determined road not allowed.

Initial test deadline three from the month, organizations leaders and their deputies, chief accountants and organizations separately of divisions leaders for and six from the month not to exceed need.

Temporary to work incompetence period and employee in fact at work not happened other periods initial test for the period does not add.

Initial test during to the employee relatively labor about legislation and labor about other legal of documents action to do complete implementation is being done.

Initial test period labor to the internship, this including annual labor vacation to take the right giving work is also included in the internship.

Initial test deadline until it's over until each of the parties second side at least three day before writing in the form warned without labor contract void to do right.

Work giver employee with structured labor contract test result unsatisfactory when the employee from the test failure to pass to grow for basis become service did the reasons shown without own initiative according to initial test during void to do right.

Employee's initiative with labor contract initial test during void to do for employee writing application basis then employee to work related relationships in fact finish desire reflection to be carried out need. In this the employee labor contract void to do about decision acceptance to do prompted reasons importance has it's not.

If labor in the contract in mind caught initial test deadline finished if or this term to the end at least three day remaining if an employee or work giver three daily warning the

deadline to reduce own consent if not, work of the contract action to do continue will and in the future him/her void to do general in the basics road is placed.

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