

COVERAGE OF COSTS RELATED TO TRAINING UNDER THE TRAINING CONTRACT

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Abstract:

Through this article, the compensation of the costs specified in the industrial training contract adopted in the new version of the Labor Code, the responsibility for the costs between the student and the employer arising as a result of labor relations, and in what cases this responsibility is applied, as well as the world the analysis of the opinions expressed by labor law scholars regarding reimbursement of costs is highlighted.

Keywords: Industrial training contract, reimbursement of costs, financial responsibility, professional qualifications, vocational training.

Introduction

Today, in the modern labor market and its changing requirements, the state and employers are interested in obtaining specialists ready for real practical work. Such specialists are trained as personnel by the secondary vocational education system and the higher education system, which are the main suppliers of labor. It is worth noting that there are a number of practical and theoretical problems aimed at organizing industrial education, preparing students for the profession, and introducing production practice. These problems can be conditionally divided into 3 groups:

the practice of developing and applying a contract for industrial training;

the training of a teacher of industrial training and its scientific and practical orientation;

concerns legal relations arising between students and employers. In particular, the fact that the industrial training contract is included in the current Labor Code as a new norm, which began to be applied at the beginning of this year according to relevant regulatory documents, and is not widely practiced throughout the republic, creates problems related to the application and development of the industrial training contract. The fact that the responsibility in labor relations between the employer and the student (job seeker) is not regulated by the Labor Code of the Republic of Uzbekistan, as well as problems with training-related expenses and disputes arising from them, are also a factor.

Research Methods

In the process of conducting the research, such methods as comparative legal research, logical, functional, structural, analytical, comprehensive study of scientific sources, sociological, statistical data analysis were used.



Research Results

Article 379 of the Labor Code of the new edition adopted in practice states that students are paid a scholarship during the period of industrial training, the amount of which is determined in the industrial training contract and depends on the qualification being obtained, but it should not be less than the minimum wage established by law. Article 383 of the Labor Code also stipulates that the employer is obliged to create the necessary conditions for employees who are trained in educational organizations, undergoing retraining or advanced training, as well as undergoing industrial training, without being dismissed from their jobs. The norms related to the reimbursement of expenses are mainly reflected in Chapter 19 of the Labor Code, which is called the Material Liability of the Parties to the Employment Contract. According to it, we can see that expenses must be reimbursed when an employee is illegally deprived of the opportunity to work, when harm is caused to the life or health of an employee, when the payment of wages and other payments due to an employee is delayed, and when damage is caused to the employee's property. The norm directly related to the contract of industrial training is stated in Article 348 of the Labor Code, according to which, in the event that the employee terminates the employment contract without good reason before the period stipulated in the contract or the agreement on training at the employer's expense, the employee is obliged to compensate the employer for the expenses incurred by him for training, calculated in proportion to the time actually not worked after the end of the training period, unless otherwise provided for in the employment contract or the agreement on training. Also, Article 381 of the Labor Code states that if the student fails to fulfill his obligations under the contract of industrial training and (or) employment contract after the end of the training period without good reason, including not starting work, he shall return to the employer, upon his request, the scholarship received during the training period, as well as the employer's expenses incurred in connection with the training period, in proportion to the time actually not worked after the end of the training period. It is intended to compensate for other expenses calculated in accordance with the contract of industrial training. In accordance with the contract of industrial training, the reimbursement of expenses related to training by the employer or by the student or employee himself may be recorded as an additional condition to the contract. All of these norms arise on the basis of material responsibilities. From these articles we can see that legal responsibility is formed between the employer and the student on the basis of the training contract. A.M. Kurennaya defines these relations as follows: "legal responsibility is an integral element of the legal system, part of the mechanism for the implementation of the rights and obligations of subjects of legal relations, one of the most important guarantees of the implementation of these rights and obligations". This opinion has a legal basis based on the general legal system, but we cannot agree with this opinion, since the source of income of a student in the educational process mainly comes from the framework of support. If for some reason the student is held liable by the employer under the industrial training contract, it is no less likely that the situation of the student will be somewhat complicated. Based on this problem, we can say that if the student, upon the expiration of the industrial training contract, does not fulfill his obligations under the contract for good reason, including not starting work, or terminates the industrial training contract ahead of schedule for good reason, he, at the request of the employer, shall return to him the scholarship received during the apprenticeship period and shall also cover other expenses of the employer related to the apprenticeship. If the industrial training contract is terminated by the



employer before the end of the training period due to the fault of the student, he shall return to the employer the scholarship received during the apprenticeship period and shall also cover other expenses of the employer related to the training process due to the fault of the student. In such a situation, there may be a relief in terms of liability for both parties.

In the event of a situation related to expenses, if the employment contract is terminated at the initiative of the student without good reason before the end of the period specified in the industrial training contract, the student is obliged to work during this period in accordance with the profession, specialty, and qualifications he received. The employer reimburses the expenses incurred by him in proportion to the period of work.

In the event that the employment contract is terminated at the initiative of the employer before the expiration of the period specified in the contract of industrial training for the student's guilty behavior, during this period the student undertakes to work in the profession or specialty he received or, having acquired qualifications, begins his work activity, the student returns the scholarship received during the apprenticeship to the employer, and also covers other expenses of the employer related to the apprenticeship. This process creates liability for both parties. In legal science, two ways of studying liability have been identified. Some scholars associate legal liability only with offenses, understanding it only from a negative perspective. I.S. Samoshchenko and M.Kh. Farukshin classifies legal responsibility as follows: "Since the emergence of legal responsibility, it has always been responsibility for the past, for a violation of the law committed... neither scientific considerations, nor especially practical interests can serve as a basis for reconsidering the view of legal responsibility." . Legal responsibility here means responsibility for the failure of a person to fulfill his duties.

In the legal literature, many scholars on the issue of the legal nature of the employer's reimbursement of student training costs agree that these costs are financial liability. One of the prominent scholars of labor law, O.V. Smirnov, believes that "the student's obligation to reimburse the employer for the scholarship paid during the apprenticeship and other expenses related to the apprenticeship, as well as the similar obligation of the employee under an employment contract or a contract for industrial training, arises as a result of a violation."

Article 381 of the Labor Code provides for compensation of expenses to the student (job seeker) if, upon the expiration of the term of the production contract, the student fails to fulfill his obligations under the contract without good reason, including not starting work, or Article 348 of the Labor Code provides for compensation of expenses to the student (job seeker) if the employee terminates the employment contract without good reason before the term stipulated in the contract or in the agreement on training at the employer's expense. However, the question arises: can financial liability be applied to a person who is not in an employment relationship with the employer? It follows from the name and content of the section "Material Liability of the Parties to an Employment Contract" that in order to apply this type of liability, persons must be in an employment relationship with each other. On this issue, V.I. Mironov expresses the following position: "The rules established for the employer to reimburse the costs associated with training apply not only to employees in labor relations, but also to job seekers who have labor relations with the employer, as well as to persons who have caused harm to the employer and do not have labor relations with him. In this regard, in resolving the issue of compensating the employer for the costs incurred by him in the process of professional training at his expense, in addition to the



above-mentioned special rules, the general rules on material liability also apply”.

In the field of labor law, there are different points of view on attributing training (retraining) costs to direct actual damage. Some scholars consider costs to be direct actual damage incurred in connection with the professional training of a particular person, while others believe that costs cannot be directly attributed to actual damage, and therefore the application of general rules on liability is incorrect. We agree with the position of scholars who attribute costs to direct actual damage.

Article 337 of the Labor Code provides a legal definition of direct actual damage, which means that the employer's existing property (including the property of third parties in the employer's possession, if the employer is responsible for the preservation of this property) has actually decreased or deteriorated, as well as the need for the employer to incur excessive expenses and make payments to purchase or restore property or to compensate for the damage caused by the employee to third parties.

When holding a student financially liable, the following must be proven:

a) the employer must reimburse the expenses related to vocational training (retraining) at the expense of the person who has undergone vocational training (retraining) in accordance with the legislation or on the basis of an industrial training agreement concluded between the employer and the person who has undergone vocational training (retraining). According to Article 381 of the Labor Code, these expenses include a scholarship paid to the student at the expense of the employer during the period of vocational training (retraining), as well as other expenses of the employer related to the apprenticeship (travel and accommodation during training). As for other expenses incurred by the employer for training (retraining), in this case he must prove their existence.

Article 348 of the Labor Code provides for compensation for the costs incurred by the employer in connection with the professional training of an employee, that is, in the event of the employee's termination of the employment contract without good reason before the period stipulated in the contract or in the agreement on training at the employer's expense, the employee shall be entitled to compensation for the costs incurred by the employer for his training, calculated in proportion to the time actually not worked after the end of the training period. That is, it is necessary to prove that the employer has directly incurred actual damage in connection with the professional training of a particular person. This damage is not indexed and therefore must be recovered in an amount equal to the costs incurred by the employer during the professional training of a particular employee.

When a person who has undergone vocational training at the expense of the employer is held financially liable for their compensation, the circumstances under which this liability arises must also be proven in the presence of a contract of industrial training. This includes refusal to start work provided for in the contract of industrial training, that is, the contract must indicate what specific work and within what period the citizen who has undergone training (retraining) at the expense of the employer must start. The absence of this legal fact does not allow the employer to be held legally liable for the reimbursement of expenses associated with the professional training of a particular person to the employer.

b) liability may arise if the student commits illegal actions in violation of the terms of the industrial training contract. The student's refusal to fulfill the terms of the contract may be justified.



According to Article 381 of the Labor Code, the reason for holding a person to material liability is the failure of the student or the labor contract to fulfill the terms of the contract without good reason.

c) the existence of a causal connection between the guilty and illegal actions or inactions that led to the violation of the terms of the industrial training contract, which are the basis for holding a person to material liability in accordance with current legislation. Violation of the terms of the industrial training contract must be causally related to the employer's inability to use the funds spent on vocational training for his own benefit. If the employer does not have the opportunity to properly use the profession, specialty, qualification received by a person who has received vocational training at his own expense, for example, in the event of early dismissal from work, such use is excluded. The absence of such a connection deprives the employer of the right to hold the individual financially liable for the reimbursement of professional training expenses on legal grounds.

d) the student cannot be held liable for dismissal if he/she commits a culpable act that is expressed in violation of the terms of the student contract, which may entail this liability, in particular, if the student is dismissed at the initiative of the employer through no fault of his/her own, for example, if the number or staff of the organization is reduced or if there is an illness that prevents him/her from continuing. At the same time, the student's culpable acts that led to the student's failure to fulfill the student contract concluded with him/her shall be the basis for holding him/her financially liable.

Conclusion

In the event of an unjustified refusal to conclude an employment contract, for example, a person who has undergone vocational training (retraining) at the expense of the employer is not held financially liable for compensation for material expenses for the position specified in the employment contract. The employer's refusal to provide the work provided for in the contract exempts the person who has undergone vocational training (retraining) at his expense from material liability, since the fault for failure to fulfill the terms of the contract lies with the employer.

Consequently, when holding a person financially liable for compensation for the costs of vocational training, it must be proven that the person committed unlawful actions or inactions that led to a violation of the terms of the student or employment contract, which will serve as a basis for bringing him to court. All of these conditions are mandatory, and if at least one of them is absent, the student cannot be held financially liable.

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