

*Approved at the conference of the labor collective
of JSC “Dehqonobod Potash Plant”
dated April 28, 2023, minutes № 01*

JSC “Dehkanabad potash plant”

for 2023-2025

COLLECTIVE AGREEMENT

I. GENERAL PROVISIONS

1.1. This Collective Agreement (hereinafter referred to as the "Agreement") is a legal document regulating individual labor relations and related social relations at the JSC "Dehkanabad Potash Plant" (hereinafter referred to as the "Organization").

The parties to this **Agreement** are as follows: the **employer**, represented by the chairman of the board of the JSC "Dehkanabad potash plant"; – the employees, represented by the chairman of the Trade Union Committee.

1.2. This **Agreement** comes into effect on April 30, 2023, and remains effective during the period of 2023–2025. Upon expiration of the specified term, the **Agreement** shall remain in effect until a new **Agreement** is concluded or the existing one is amended or supplemented by the parties.

1.3. This **Agreement** applies to the **Employer** and all **Employees** of the **Organization**, including those hired after the **Agreement** comes into effect, as well as part-time employees.

In cases provided for by this **Agreement**, certain provisions may also apply to the following individuals on the basis of mutual agreements between the employer and the trade union committee (such as orders, joint decisions, internal regulations, and other local acts):

- family members of employees;
- individuals whose employment was terminated due to retirement or disability;
- full-time staff of the trade union committee;
- former employees who suffered injury, occupational disease, or other health damage related to the performance of work duties at the organization;
- dependents of deceased employees who were fatally injured, suffered an occupational disease, or otherwise had their health harmed in connection with the performance of labour duties and are entitled to compensation;
- individuals performing work under civil-law contracts;
- members of the trade union (in terms of additional benefits provided from the trade union's budget).

1.4. According to the "Regulation on Home-Based Work" approved by Resolution No. 4 of the Cabinet of Ministers of the Republic of Uzbekistan dated January 11, 2006, the following provisions of this **Agreement** shall not apply to home-based employment:

- the length of the working week (Clause 4.1);

- increased payment for work during night hours and evening shifts (Sub-clause 5.12.1);
- increased payment for overtime, work on rest days, and public holidays (Sub-clause 5.12.2).

1.5. Amendments and additions to this **Agreement** shall be made by the **Employer** and the **Trade Union Committee**, without contradicting applicable legal regulations, and shall subsequently be approved at the next Conference, based on a joint order (decision).

1.6. All references made in this **Agreement** to labor legislation and other legal documents concerning labor shall be understood in the wording that was in effect at the time of the conclusion of this Agreement.

1.7. The **Employer** undertakes to familiarize all employees, including newly hired staff, with this **Agreement** as well as with other internal documents adopted in coordination with the **Trade Union Committee**. The Employer is also responsible for ensuring transparency regarding the content and implementation of the collective agreement (through meetings, conferences, reports from responsible personnel, information boards, industry publications, etc.).

II. PRODUCTION AND ECONOMIC ACTIVITIES

2.1. The Parties acknowledge that the honest and high-quality performance of labor duties is the foundation of employee well-being.

2.2. In accordance with the “New Uzbekistan Development Strategy for 2022–2026,” the Parties undertake to actively contribute to the implementation of measures aimed at reducing production costs, lowering product prime cost, and minimizing risks that could harm the **Organization's** reputation. In this regard, the parties agree to the following:

Implement an active investment policy aimed at modernization of production, technical and technological upgrades, and the implementation of industrial, transport, communication, and social infrastructure projects;

Develop and introduce fundamentally new types of products (works, services), and technologies that ensure the competitiveness of goods and services in both domestic and foreign markets;

Reduce energy and resource consumption, widely introduce energy-saving technologies into production, expand the use of renewable energy sources, and increase labor productivity;

Exercise due diligence when selecting suppliers of raw materials, components, and equipment, taking into account their adherence to core labor standards and rights

(such as the right to freedom of association and collective bargaining, the prohibition of child and forced labor, equal pay for equal work for men and women, and non-discrimination in labor relations);

Implement a flexible pricing policy.

2.3. In order to improve the activities of the **Organization**, the **Employer** shall:

a) ensure the successful operation of the Organization, promote labor culture and discipline, improve employees' professional skills, and prevent any decrease in tariff rates and piecework assessments compared to the current ones;

b) provide the labor collective in a timely manner with material, technical resources, and financial funds necessary for fulfilling the production program;

c) create all conditions for increasing labor productivity, adopting advanced experience, and introducing achievements of science and technology into practice;

d) regularly inform the labor collective about the fulfillment of the production program and the financial status of the **Organization** in the prescribed manner;

e) conduct professional training, retraining, and advanced training of employees at the Organization itself or, when necessary, at educational institutions (the forms, conditions, procedures, and lists of necessary professions and specialties for such training shall be established by the relevant Regulations);

f) For the effective organization of home-based work, provide home-based employment with the necessary tools and equipment stipulated in the employment contracts, establish a system for their technical maintenance, supply tools, equipment, materials, and semi-finished products, organize safety training for home-based employment, and create all other necessary conditions (the list of home-based employment is attached as **Appendix 1**);

g) Ensure the conclusion of this **Agreement**, establish control over its implementation, and regularly provide the **Trade Union Committee** with information on issues envisaged by the Labor Code of the Republic of Uzbekistan, other laws, the Organization's founding documents, collective agreements, and this Agreement;

h) Cooperate with the Trade Union Committee within the established labor regime, timely consider mutual proposals and demands, and resolve labor disputes through negotiations;

i) Create conditions to ensure employees' participation in the management of the Organization in forms that do not contradict current legislation.

k) Include representatives of the Trade Union Committee in commissions and working groups responsible for decisions related to the socio-economic interests of the Organization's employees;

l) Safeguard employees' interests during the privatization of the Organization and its affiliated residential premises;

m) Promote the development of rationalization initiatives;

n) Materially incentivize employees who make significant contributions to improving the Organization's efficiency and conserving raw materials, materials, energy, and other resources;

o) Undertake the obligation to release all levels of trade union representatives from their duties without loss of pay in order to perform their functions.

2.4. The Trade Union Committee shall:

a) Act on behalf of employees in resolving social and labor relations issues, as well as production and social-economic problems;

b) Ensure the effective activity of **Trade Union Committee** representatives included in commissions making decisions related to employees' social-economic interests, in the interests of both the **Organization** and its employees;

c) Assist in maintaining stable operation of the **Organization** by using trade union methods, including developing labor competitions among employees, increasing labor productivity, and establishing incentive systems for advanced workers jointly with the Employer;

d) Submit proposals to the Employer regarding improvement of wage systems and forms of remuneration, amendments to the **Agreement**, additional benefits (guarantees), and conducting collective negotiations on issues related to management, social-economic development plans, and programs aimed at supporting employees' full and quality performance of their labor contract duties, taking into account the employees' interests and the **Organization's** financial capabilities;

e) Support employees' participation in rationalization and invention activities;

f) Participate in monitoring the Organization's involvement in priority programs for the country's modernization and renewal, democratic rule of law, and civil society building;

g) Participate in the sectoral competition for the best trade union organization in energy saving and fuel-energy resources conservation;

- h) Undertake the obligation to initiate participation in sectoral competitions;
 - i) Exercise public oversight to ensure the Employer's compliance with labor laws and other regulatory documents.
 - k) Assist in full compliance with the Decree No. PF-5775 of the President of the Republic of Uzbekistan dated July 30, 2019, "On Additional Measures to Improve the System of Combating Human Trafficking and Forced Labor," and Resolution No. 349 of the Cabinet of Ministers of the Republic of Uzbekistan dated May 10, 2018, "On Additional Measures to Eliminate Forced Labor in the Republic of Uzbekistan";
 - l) Timely review the employer's submission regarding consent to terminate the employment contract at the initiative of the employer;
 - m) Review information from the employer about changes in working conditions and mass layoffs of employees, and submit proposals to the employer to mitigate the consequences of these measures.
-

2.5. Employees:

- a) Shall honestly and diligently perform their labor duties, comply with labor discipline and promptly, fully and properly execute the lawful orders and instructions of the **Employer**;
 - b) Shall assist in increasing production efficiency, improving the quality of products (works, services), increasing labor productivity, saving resources, learn from the advanced experience of their colleagues in production and introduce it into the labor collective, and strictly observe occupational safety and industrial hygiene rules.
-

III. EMPLOYMENT CONTRACT. GUARANTEES OF EMPLOYMENT

3.1. Individual labor relations between the Employee and the **Employer** arise on the basis of an employment contract concluded by them in accordance with the Labor Code of the Republic of Uzbekistan.

3.2. In cases and procedures established by legislation, other labor-related legal documents, or the Charter (Regulations) of the Organization, individual labor relations arise on the basis of an employment contract as a result of:

election to a position or passing a competition for the relevant position (the list of positions subject to competition and the procedure for conducting the competition are set out in Regulations (**Appendix 2 and 3**));

appointment or confirmation to a position;

referral by authorized state bodies for employment;

issuance of a certificate granting the right to work within the territory of the Republic of Uzbekistan;

consent of both parents or one parent (or a person substituting the parent);

court decision assigning the employer the obligation to conclude an employment contract;

recognition by the court of relations arising from a civil law contract involving personal labor as individual labor relations.

3.3. Newly hired persons shall be introduced to the Trade Union Committee and provided with information about the Trade Union. Upon the employee's consent to join the Trade Union, a written application for membership shall be obtained.

Employment shall also be accompanied by:

a) Positions are filled based on selection for jobs where appointment is done through competition in accordance with labor laws and other normative documents, as well as the policy for managing conflicts of interest (the Regulation on Competition is approved in agreement with the Trade Union Committee);

b) According to the "Model Employment Contract for performing work (providing services) by a hired worker upon the employer's order" approved by the Resolution No. 4 of the Cabinet of Ministers of the Republic of Uzbekistan dated January 11, 2006, employment contracts are concluded based on the employer's order for the performance of work (services) by the hired worker;

c) Employment can also be done through placement of persons sent by local labor authorities and other bodies to quota positions in accordance with Articles 96 and 99 of the Labor Code and other legislative acts.

3.4. Employees are provided with jobs according to their specialty, qualification, and employment contract.

3.5. Except for the categories of employees listed in Article 129 of the Labor Code of the Republic of Uzbekistan, the following persons are not subject to initial probation upon employment:

3.5.1. Persons with a wage established equal to the minimum wage defined in the

Republic of Uzbekistan;
3.5.2. Employees registered in the “Women’s Register,” “Youth Register,” and “Iron Register.”

3.6. The employer ensures the mandatory registration of employment contracts in the “Unified National Labor System” interdepartmental software-hardware complex in accordance with the procedure established by law.

3.7. In cases stipulated by labor legislation, other labor-related legal acts, employment contracts, and this Agreement, an employee who continues to perform work according to the labor duties specified in the employment contract has the right to demand changes in labor conditions from the employer. The employee’s application for changing labor conditions must be considered according to the established procedure.

3.8. An employee's request to be temporarily transferred to another job must be satisfied by the employer if the request is due to valid reasons and such work is available in the Organization, except for cases specified in Article 142 of the Labor Code of the Republic of Uzbekistan, including:

3.8.1. The necessity to care for a sick family member;

3.8.2. Concurrent study and work;

3.8.3. The necessity to care for a family member with a disability (during exacerbation of chronic illnesses);

3.8.4. Women with children under two years old;

3.8.5. Previous job had factors threatening the employee’s life or health.

When an employee is temporarily transferred at their own initiative, the wage for the first two weeks is paid at the previous job rate, and thereafter according to the work performed. The duration of such transfer is determined by mutual agreement of the parties.

3.9. Due to production necessity or downtime, an employee can be temporarily transferred to other work not specified in the employment contract without their consent at the initiative of the employer.

Production necessity includes urgent and unavoidable work other than those listed in Part 2 of Article 145 of the Labor Code of the Republic of Uzbekistan, including:

3.9.1. Unexpected increase in production volume;

3.9.2. During the renewal of an outsourcing contract with another organization;

3.9.3. Urgent state orders;

3.9.4. Temporary absence of another employee (due to study sessions, labor leave, unpaid leave, temporary disability);

3.9.5. Prevention or elimination of consequences of natural and technogenic accidents, adverse and unfortunate events, natural disasters, and other emergencies.

The total duration of transfer to other work due to production necessity or downtime cannot exceed 60 calendar days within one calendar year.

3.10. Termination of the employment contract at the initiative of the employer is carried out only with the prior consent of the Trade Union Committee (except for cases provided by the legislation of the Republic of Uzbekistan).

3.11. The employer has the right not to admit an employee to work if the employee refuses to undergo mandatory medical examination or does not comply with the recommendations of medical commissions, as well as in cases of quarantine and the threat of spread of infectious diseases dangerous to humans, based on the decision of the Chief State Sanitary Doctor of the Republic of Uzbekistan, if no contraindications exist for preventive vaccination introduced by legislation.

3.12. The employer shall notify the Trade Union Committee at least two months in advance about the possible mass layoffs of employees and conduct consultations aimed at mitigating the consequences of layoffs. The Trade Union Committee has the right to propose to local government authorities to suspend the employer's decision on mass layoffs of employees for up to six months.

Criteria for mass layoffs include the reduction of the number or staff of employees due to changes in technology, production, or labor organization, volume reduction of work (products, services), or the liquidation of the organization (or its separate division).

Mass layoff criteria include:
a) Liquidation of the organization (or its separate division);
b) Reduction in number (staff) of employees by:

- fifty or more employees within thirty calendar days;
- two hundred or more employees within sixty calendar days;
- five hundred or more employees within ninety calendar days.

3.13. The employer undertakes to organize retraining and advanced training of employees being dismissed due to staff reduction.

3.14. The following measures are envisaged to mitigate the consequences of staff reduction:

a) Limiting the number of substitutes, temporary workers, prohibiting working in multiple professions, transferring work performed under civil law contracts to the

team

itself;

- b) Allowing termination of employment contracts during the warning period by mutual agreement with payment of compensation corresponding to the warning period. In this case, the grounds for termination do not change;
- c) Allowing employees warned of termination due to staff reduction one day per week during the warning period to not come to work while maintaining wages to search for another job at their convenience.

3.15. When considering termination of employment contracts due to changes in technology, production, labor organization, or reduction in the number (staff) of employees, if employees have equal qualifications and labor productivity and no one has priority according to Article 167 (parts 1 and 2) of the Labor Code of the Republic of Uzbekistan, the following cases are taken into account with priority:

- a) Approaching retirement age (women 53 years, men 58 years);
- b) Employees whose children study in higher education institutions under a paid contract;
- c) Employees with disabled children under 16 years old;
- d) Persons employed at the employer's proposal;
- e) Single parents raising one or more children under 14 years old (or children under 16 years old with disabilities), including widows, widowers, divorced persons, spouses of military servicemen on fixed-term military service, persons substituting parents;
- f) Employees under 30 years old paying mortgage loans for newly built houses;
- g) Single women without children.

3.16. According to Article 173 of the Labor Code, severance pay funded by the employer based on length of service also includes previous work experience in the organizations where the employee worked before, if hired on the employer's proposal.

3.17. The Trade Union Committee has the right to participate in matters of employment, protection of dismissed employees, as well as the protection of socio-economic rights and interests of employees in the Organization (Article 27 of the Law of the Republic of Uzbekistan "On Trade Unions").

3.18. The employer does not involve employees of the Organization in forced labor, including community improvement work, various agricultural tasks, or mandatory subscription to newspapers and magazines.

3.19. The Trade Union Committee monitors and prevents forced labor of employees in the Organization, including participation in community improvement work, various agricultural tasks, and mandatory subscription to newspapers and magazines.

IV. WORK TIME AND REST TIME

4.1. The weekly and daily normal working hours, start and end times of work, breaks during work, number of shifts per day, and shift changeover times are established in the “Internal Labor Regulations” which form an integral part of the Agreement.

4.2. The normal duration of working hours for an employee in the Organization under a five-day workweek cannot exceed forty hours per week.

4.3. The daily working (shift) duration must not exceed the following:

- a) For employees with normal working hours: eight hours in a five-day workweek;
- b) For employees under eighteen years of age: as specified in Article 416 of the Labor Code;
- c) For employees with disabilities: as specified in Part 2 of Article 427 of the Labor Code;
- d) For employees engaged in unfavorable working conditions: as specified in Article 478 of the Labor Code (to be implemented gradually).

4.4. Employees exposed to harmful and hazardous production factors, whose workplaces are certified for injury risks, shall have shortened working hours not exceeding thirty-six hours per week.

The list of such works and their exact working hours are provided in Appendix 4.

4.5. In cases stipulated by Article 186 of the Labor Code of the Republic of Uzbekistan, an employee shall be assigned part-time working hours.

4.6. When working under part-time conditions, payment for the employee’s labor shall be made proportionally to the time worked or based on the volume of work performed. (Article 186 of the Labor Code of the Republic of Uzbekistan)

4.7. In addition to cases provided by law, employees who have been notified of the termination of the employment contract on the initiative of the employer shall, upon their request, be assigned a reduced working day or working week by the employer (while maintaining full salary) (except in cases where the employment contract was terminated due to the employee’s guilty actions).

4.8. The time from 22:00 to 06:00 is considered night time. (Article 188 of the Labor Code of the Republic of Uzbekistan)

4.9. Working hours in the organization shall be set according to an approved shift schedule and a five-day (eight-hour) working week, with the introduction of cumulative accounting of working hours. In doing so, the annual balance of working time shall be observed. Cumulative accounting of working hours shall be implemented while observing the restrictions on involving certain categories of employees in overtime work as set forth in the first parts of Articles 396 and 417 and Article 428 of the Labor Code of the Republic of Uzbekistan. The procedure for cumulative accounting of working hours applies to the list of works, professions, and positions specified in Appendix 5.

4.10. If, due to production (work) conditions, the employer is unable to comply with the daily or weekly working time limits established for certain categories of employees (including those engaged in work under unfavorable conditions), cumulative accounting of working hours may be introduced. Provided that the duration of working time during the accounting period does not exceed the norm of working hours, cumulative accounting of working hours may be introduced. In this case, the accounting period must not exceed twelve months, and the duration of the daily work (shift) must not exceed twelve hours. Cumulative accounting of working hours is established while observing restrictions on involving certain categories of employees in overtime work. (Article 199 of the Labor Code of the Republic of Uzbekistan)

4.11. Apart from the periods provided for in Article 202 of the Labor Code of the Republic of Uzbekistan, the following periods, during which the employee is released from labor duties not for rest, are also not counted as rest time:

4.11.1. Participation in the work of elected bodies of trade unions, commissions on social and labor issues;

4.11.2. Participation in commissions established by decisions of state authorities and administration;

4.11.3. Participation in educational, cultural, enlightenment, and sports events organized by the organization and trade unions;

4.11.4. Reporting to higher bodies of the organization and trade unions, receiving referrals;

4.11.5. Participation in events stipulated by the charter of the trade union (committees, presidiums, executive committees, plenary meetings, round tables, seminars, conferences, etc.).

4.12. In addition to the breaks stipulated in Article 205 of the Labor Code of the Republic of Uzbekistan, employees are granted additional breaks during the working day (shift) included in working hours for:

a) satisfying thirst;

- b) attending to natural needs;
- c) taking medication.

4.13. In organizations applying a five-day workweek, the general days off are Saturday and Sunday, except for staff working according to a rotating schedule who are required to work on Saturdays and Sundays.

4.14. If the normal subsequent operation of the organization depends on the urgent completion of certain works, employees may be involved in work on rest days and public holidays with their written consent. Work performed on rest and public holidays shall be paid at double rate. Generally, the list of such works includes:

- urgent tasks assigned within the competence of higher organizations and state authorities;
- prevention and elimination of natural and man-made accidents, accidents, natural disasters, and other emergencies;
- execution of urgent highly important tasks, repair, and loading-unloading work;
- cases when shift workers fail to come to work;
- organization of holiday events.

4.15. If work starts or ends late (after 22:00), the employer is obligated to provide transportation for employees to and from work and provide shift transport.

4.16. Annual basic (extended) labor leave (except for employees entitled to legally established basic extended leave) shall be established for all employees for a period of not less than 21 calendar days.

4.17. Employees engaged in work under unfavorable working conditions are entitled to annual additional leave. The list of works, professions, and positions entitling to additional leave, the duration, procedure, and conditions of granting are provided in Appendix 6.

4.18. Employees are entitled to additional annual leave of two calendar days for every five years worked at this organization or industry, but the total duration shall not exceed eight calendar days. For employees hired at the employer's proposal, work experience in other organizations is included in the work experience entitling to this additional annual leave.

The duration of employees' annual basic and additional labor leave is calculated in calendar days.

4.19. In addition to the periods provided in Article 226 of the Labor Code of the Republic of Uzbekistan, the following are included in the work experience giving the right to annual basic leave and additional leave for long service in one organization or industry:

- a) unpaid leave lasting from two to four weeks during the work year;
- b) if an employee temporarily sent on a business trip to another employer for less than one calendar year has their employment contract restored and was not granted leave at the temporary employer.

4.20. In addition to the categories of employees stipulated by Article 227 of the Labor Code of the Republic of Uzbekistan, employees registered with socially significant diseases shall be granted annual labor leave upon their request up to six months before the leave.

4.21. In addition to the categories of employees stipulated by Article 228 of the Labor Code of the Republic of Uzbekistan, annual labor leave shall be granted at a time convenient for the employee upon their request in the following cases:

- a) employees registered with socially significant diseases;
- b) persons caring for a sick family member;
- c) simultaneous with the spouse's labor leave;
- d) persons employed in the organization at the employer's proposal.

4.22. In addition to the categories of employees stipulated by Article 229 of the Labor Code of the Republic of Uzbekistan, employees have the right to postpone annual labor leave to another period in the following cases:

- a) if the employee has a prepaid voucher to a sanatorium or rest home;
- b) in case of death of close relatives;
- c) during employee's jubilee, or the circumcision or wedding ceremonies of their children.

4.23. Payment for annual labor leave shall be made no later than the last working day before the start of the leave. (Article 233 of the Labor Code of the Republic of Uzbekistan)

4.24. Upon termination of the employment contract (except when terminated due to the employee's guilty actions), unused annual labor leave shall be granted later based on the employee's written request.

4.25. The employer shall grant social leave with preserved salary in the following cases:

- a) death of a close relative (employee's spouse, child, employee or spouse's parents, siblings) — 3 days;

- b) employee's first wedding – 3 days;
- c) wedding or circumcision ceremony of employee's children – 2 days;
- d) birth of a child (to the father) – 1 day;
- e) when sent on visits or trips by the organization – for the duration of the trip.

4.26. An employee may be granted partially paid leave, with the maximum duration during a calendar year being 30 calendar days. The issue of granting partially paid leave and its duration shall be resolved individually based on the agreement of the parties to the employment contract. The employee's consent to such leave shall be submitted to the employer in writing.

4.27. The employer is obliged to grant partially paid leave upon the employee's request in the following cases:

- a) during quarantine restrictions related to a pandemic;
- b) if it is impossible to return from a foreign trip for valid reasons even after the labor leave has ended.

4.28. While on partially paid leave, the amount of partially paid wages shall not be less than the minimum wage. The period of partially paid leave shall be included in the work experience entitling to annual labor leave. If during the period of partially paid leave the minimum wage increases, the employee's salary shall be recalculated accordingly.

4.29. Upon the employee's written request, unpaid leave may be granted. Its duration shall be determined by agreement between the employee and employer but shall not exceed three months within a calendar year, either consecutively or cumulatively, counted from the last day of unpaid leave granted.

If no other rule is provided by the legislation, during the period when quarantine measures are being implemented, a state of emergency is declared, or in other cases posing a threat to the life or normal living conditions of the entire population or its part, the duration of unpaid leave, at the employee's written request, may be extended continuously or in aggregate, but not more than six months.

In addition to the categories of employees specified in Article 242 of the Labor Code of the Republic of Uzbekistan, upon the employee's request, unpaid leave up to 14 calendar days per year may be granted in the following cases:

- a) To members of young families under the age of 30;
- b) If, despite the end of annual leave, the employee cannot return from a foreign trip for valid reasons;
- c) To employees registered with socially significant diseases.

V. PAYMENT FOR LABOR. NORMALIZATION OF LABOR. GUARANTEED PAYMENTS AND COMPENSATION PAYMENTS.

5.1. The organization uses a tariff system for remuneration.

5.2. When a non-tariff payment system is used, the Trade Union Committee participates in the evaluation of the most important performance indicators (KPI) of employees' activities.

5.3. Under the tariff system of remuneration, wages are paid by the employer according to the unified tariff scale of remuneration agreed and approved with the Trade Union Committee, ranging from grade 1 to 16 (Appendix 7).

5.4. If the Government of the Republic of Uzbekistan adopts a decision to improve the unified tariff scale of remuneration, the organization's tariff scale must be reviewed accordingly.

5.5. In accordance with the Decree of the President of the Republic of Uzbekistan No. PQ-4939 dated December 31, 2020, "On radical improvement of the qualification assessment system and measures to ensure the labor market with qualified personnel," the Trade Union Committee ensures the protection of employees' labor rights and public oversight of wage payments, taking into account employees' qualification levels.

5.6. The organization ensures that employees in the lowest positions are classified according to grade 1 of the unified tariff scale of remuneration (with a tariff coefficient of at least 1.000).

5.7. The average wage in the organization must not be lower than the average wage calculated generally in the enterprises within the "Uzkhimyo sanoat" JSC system. In this case, the basic (base) part of the wage must be at least 50%.

5.8. Payment deadlines for wages (depending on the financial condition of the organization):

- For the first half of the month - by the 20th of the current month;
 - For the second half of the month - by the 5th of the next month.
- If the payment day falls on a day off or a holiday, wages are paid on the preceding working day.
- Each employee is informed in writing or electronically about the components of the wage payable for the relevant period, withheld amounts and their grounds, as well as the total payable amount.
- 5.9. Wages are paid in cash or transferred to plastic cards.
- 5.10. During the period of mastering a new production (product), the employee's previous wage is maintained.
- 5.11. Overtime work is paid at least double the rate.
- At the employee's request, overtime work may be compensated not by

increased payment but by additional time off corresponding to the overtime worked. In this case, overtime is paid at one and a half times the normal rate, and no payment is made for the compensatory time off.

5.12. Work on rest days or non-working holidays is paid at least double the rate.

If work on a rest day or holiday is compensated by giving another day off at the employee's request, payment is made at least at one and a half times the normal rate for the work performed, but no payment is made for the day off.

5.13. Work during night hours (from 22:00 to 06:00) is paid one and a half times the normal rate. The additional payment for night work is not included in the tariff rates.

5.14. Labor standards are developed by the employer based on the analysis of labor costs for employees performing their duties under specific organizational and technological conditions. The introduction, replacement, and revision of labor standards are carried out by the employer in agreement with the Trade Union Committee.

Employees must be notified in writing at least two months before the introduction, replacement, or revision of labor standards. The initiative of some employees or their collective structures (brigades) to apply new methods and ways of working and improve workplaces, resulting in a higher level of production (services), cannot be a basis for revising previously established labor standards.

5.15. The validity period of temporary standards may be extended by the employer in agreement with the Trade Union Committee.

5.16. In addition to the guaranteed payments, additional guaranteed payments, and compensation payments provided for in Articles 280, 281, and 286 of the Labor Code of the Republic of Uzbekistan, the employer pays other guaranteed payments, additional guaranteed payments, and compensation payments stipulated by collective agreements and this contract.

5.17. The employer is obliged to make the following additional guaranteed payments:

- a) In case of downtime due to reasons beyond the employer's and employee's control, the employer must pay at least two-thirds of the tariff rate (salary) proportionally for the duration of such downtime;
- b) If the employee fails to fulfill labor standards or labor (position) duties for reasons beyond the employer's and employee's control, the employee must retain at least two-thirds of the tariff rate (salary) proportionally for the actual time worked.

In addition to the guaranteed additional payments provided by Article 281, Part 1 of the Labor Code of the Republic of Uzbekistan, the employer must make other guaranteed additional payments established in internal documents adopted in agreement with the Trade Union Committee.

5.18. When sent on a business trip, the employer must reimburse the employee for:

- Travel expenses;
- Accommodation rental expenses;
- Additional expenses related to living outside the permanent residence (per diem);
- Other expenses incurred by the employee with the employer's permission or consent.

In this case:

- a) If travel documents are not available, travel expenses are paid per kilometer at 0.15% of the base calculation amount;
- b) Daily expenses (coefficients relative to the base calculation amount – up to 0.35, including meal expenses (excluding alcohol and tobacco products) upon presentation of receipts – up to 0.25, other expenses – 0.1);
- c) The daily reimbursement for hotel expenses must not exceed 1.5 times the base calculation amount.

g) In cases where there are no documents confirming expenses related to accommodation, compensation is provided at 20 percent of the established base rate for each day.

5.19. Compensation for business trips outside the Republic of Uzbekistan is carried out based on the "Regulations on the procedure for providing funds for business trip expenses when employees of ministries, departments, enterprises, and organizations are sent on business trips outside the Republic of Uzbekistan," approved by the order of the Ministry of Finance of the Republic of Uzbekistan No. 92 dated October 19, 2015, and registered with the Ministry of Justice of the Republic of Uzbekistan on November 19, 2015, under No. 2730.

5.20. For work involving mobility (if such work exists in the organization), additional pay is established as follows:

- On days spent at remote sites – up to thirty percent of the employee's daily rate for each full working day (shift);
- On days of travel to and from the site – an amount equal to the employee's daily tariff rate.

5.21. For time-based work (when switching to such a work method), an additional payment is established in an amount not less than fifty percent of the minimum monthly wage.

5.22. No additional payment is made to employees working in conditions where the working day is divided into parts.

5.23. Employees are paid additional remuneration based on their work experience in this organization (network) in accordance with Appendix 8.

5.24. Additional remuneration is established based on the “Regulations on additional payment for professional skills” (Appendix 9).

5.25. Employees who relocate to work in another place at the employer’s proposal are compensated in accordance with Article 289 of the Labor Code.

5.26. If an employee’s professional training, retraining, skill improvement, or internship at another location (based on the employer’s order) requires relocation, expenses for travel to and from the place of study and housing rental costs are reimbursed.

5.27. Employee bonuses are awarded based on the organization’s regulations on bonus payments (Appendix 10).

5.28. Additional payments for employees working in several professions and positions, expanding the service area, or increasing workload are determined by mutual agreement of the labor contract parties, but the combined salary (tariff rate) for the additional position should not exceed 50% of the basic salary (in accordance with the Regulations on part-time and multi-profession work approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 297 dated October 18, 2012).

5.29. Network coefficients are established to increase tariff rates for workers in relevant professions for certain technological types of work, industries, and economic activities (not less than those approved by the Cabinet of Ministers of the Republic of Uzbekistan Resolution No. 743 dated September 6, 2019). Network coefficients are applied by the organization only when preparing staffing tables and cost estimates for employee remuneration and are included in the product cost. The additional payment based on network coefficients, together with the tariff rate (position salary), forms the employee’s tariff rate (position salary), which serves as the basis for other payments envisaged by labor legislation and the organization’s remuneration regulations. If several network coefficients are established for the same technological type of work at a particular workplace depending on working conditions, the coefficient corresponding to the labor conditions established by the Regulations on Attestation of Workplaces Regarding Labor Conditions and Injury Hazard of Tools and Equipment, approved by the Cabinet of Ministers Resolution No. 263 dated September 15, 2014, is used to determine the additional payment amount.

5.30. Remuneration for highly qualified workers, managers, and specialists involved in training and retraining employees, improving their qualifications, as well as supervising students and pupils during production practice (whether or not released from their main work) is carried out according to Appendix 11.

5.31. The internship of students from higher education institutions and vocational training institutions at the organization is conducted based on contracts concluded between the organization and these higher education and vocational training institutions.

5.32. Employees with scientific degrees and academic titles are paid a monthly bonus amounting to 30% of their official salary.

5.33. Based on the International Labour Organization's Convention No. 100 on "Equal remuneration for men and women workers for work of equal value," men and women performing different jobs under various conditions, with different skills and qualifications, and with different responsibilities that are not interdependent but of equal value, shall be incentivized equally.

5.34. Payment for the labor of motor vehicle drivers is carried out in accordance with the "Regulation on general conditions of remuneration for automobile transport drivers," registered by the Ministry of Justice of the Republic of Uzbekistan on January 23, 2019, under No. 3130. Drivers of light vehicles with unregulated working hours are paid based on the company's order.

5.35. Employees and cashiers are paid wages according to the "Regulation on remuneration" and the "Regulation on remuneration of cashiers" (Appendices 12 and 13).

5.36. The Trade Union Committee pays bonuses, rewards, incentives, and other additional payments to its staff in the organization based on the employees' grades and the periods during which payments were made.

5.37. Compensation for the use of an employee's personal vehicle with the employer's consent is paid in accordance with the Resolution No. 258 of the Cabinet of Ministers of the Republic of Uzbekistan dated April 29, 2021, "On measures to radically improve the system of using service vehicles in state administration and local government bodies."

5.38. To increase employees' interest in fulfilling production plans, employees of the organization and Trade Union staff are rewarded at the end of each quarter based on the "Regulation on quarterly bonuses for the main results of economic activities" (Appendix 14).

5.39. According to the shareholders' decision, the bonus allocated to employees based on the distribution of annual net profit is paid in accordance with the “Year-end bonus” Regulation (Appendix 15).

VI. LABOR DISCIPLINE

6.1. The parties undertake to ensure and monitor the fulfillment of labor duties by employees in accordance with labor contracts, regulations on structural units, job descriptions, the “Code of Ethics Commission” (Appendix 16), the Organization’s Charter, and Internal Labor Regulations. It is the duty of the employer’s authorized representatives to acquaint employees with the internal disciplinary documents. Disciplinary measures cannot be applied to an employee who has not been familiarized with these rules for violations of such rules.

6.2. The employer and the Trade Union Committee shall:
6.2.1. reward employees for work achievements with cash bonuses, “Honorary certificates,” and gifts, and recommend them for district, sectoral, and state awards;
6.2.2. reward employees who reach jubilee ages, i.e., 50, 55 (for women), and 60 years, in accordance with the Regulation (Appendix 17).

6.3. The Trade Union Committee assists in ensuring employees comply with internal labor regulations, labor discipline, and timely and quality fulfillment of labor duties.

6.4. Employees must observe internal labor regulations, the established work schedule, labor discipline, and dress code.

VII. MATERIAL LIABILITY OF THE PARTIES TO THE EMPLOYMENT CONTRACT

7.1. The material liability of the parties to the employment contract is a legal responsibility that obliges the party causing damage to the other party to compensate for the loss in accordance with the procedure established by law. In this case, the employer’s contractual liability to the employee must not be less than that stipulated by the Labor Code, and the employee’s liability to the employer must not exceed that provided for in the Labor Code.

7.2. In addition to the cases stipulated in Article 320 of the Labor Code of the Republic of Uzbekistan, the employer must compensate the employee for unpaid wages in the following cases:
a) unlawful full or partial deprivation of guaranteed payments and additional payments, compensation-type additional payments and bonuses, incentive-type additional payments and bonuses, and awards as stipulated in this Contract;

b) unlawful reduction of the most important performance indicators (KPI) of the activity.

7.3. In the case of harm caused to the employee's health related to production, the lump-sum compensation paid by the employer must be equivalent to the employee's average monthly wage calculated over one year (Article 323 of the Labor Code).

7.4. In case of death of the employee due to disability or occupational disease, the lump-sum compensation paid by the employer must be six times the deceased employee's average annual wage.

7.5. If the employer violates the deadlines for paying wages, vacation pay, payments upon termination of the employment contract, and/or other payments due to the employee, the employer must pay these amounts with interest (monetary compensation) calculated from the day after the payment deadline until the actual day of payment, based on the refinancing rate of the Central Bank of the Republic of Uzbekistan in effect at that time. The amount of monetary compensation payable to the employee is set at 10% of the refinancing rate of the Central Bank of the Republic of Uzbekistan. The obligation to pay this monetary compensation arises regardless of whether the employer is at fault for the delay in payment of wages or other payments due to the employee.

7.6. An employee directly handling cash or valuables is fully materially liable for failing to ensure the safekeeping of valuables entrusted to them, based on a special written contract. The list of categories of employees for whom a full material liability contract must be concluded is provided in Appendix 18.

VIII. LABOR SAFETY AND HYGIENE

Employer's Obligations

The _____ employer:
8.1. During the term of the Contract, ensures the allocation of funds annually within the approved Business Plan for occupational safety, including:

- For special clothing, special footwear, and other personal protective equipment;
- For milk or other food products equivalent to milk;
- For therapeutic preventive nutrition;
- For hygiene products (washing agents or soap);
- For initial and periodic medical examinations;
- For replenishing "First Aid Kits" at workplaces with medicines;

- For insuring employees against accidents at work and occupational diseases;
- For certification of workplaces in terms of working conditions and equipment injury risk.

All planned and agreed amounts of funds will be increased proportionally during the term of the Contract according to the growth in the cost of material and commodity values.

8.2. The employer shall conclude an agreement on labor protection (including plans and cost estimates for improving working conditions and labor protection, sanitation, and health-improving measures) and attach it to the Contract in agreement with the trade union (Appendix 19).

8.3. The employer shall allocate the necessary funds for labor protection in the amount established by legal documents, this Contract, or other internal normative documents without charging the employees. Additionally, a separate labor protection fund shall be established and used to finance measures aimed at improving labor conditions and protection.

8.4. The employer is obliged to provide working conditions that meet safety and hygiene requirements. Requirements for labor protection are established by legislation and normative documents in the field of technical regulation of labor protection issues. The employer assumes responsibility for developing normative requirements for working conditions adapted to each workplace.

8.5. The employer shall regularly make necessary changes to the established working conditions in response to changes in the labor process or increasing (changing) requirements for working conditions, aiming to protect employees' life and health and maintain their permanent working capacity.

8.6. Each employee shall be informed about the normative requirements for working conditions at their workplace, the actual state of these conditions, including the production environment, work and rest regimes, benefits and compensations, as well as compliance with requirements for personal and collective protective equipment.

8.7. To ensure compliance with labor protection requirements and control their implementation, a labor protection service (department) shall be established within the organization.

Due to the availability of more than fifty vehicles in the organization, a road traffic safety service shall also be established or a specialist position for road traffic safety introduced.

Furthermore, the functions of the labor protection service may be carried out under contract by professional participants of the labor protection services market.

8.8. The situation regarding injuries and occupational diseases in production for the past year shall be analyzed by February 1 of the current year, and conclusions drawn regarding the improvement of labor protection and conditions, as well as the implementation of sanitary and health-improving measures.

8.9. The employer purchases equipment for labor protection rooms, technical means automating work, labor protection corners, technical tools necessary for training, training-demonstration tools, propaganda and promotional materials, posters, and other equipment, and ensures their proper maintenance.

8.10. The employer allocates funds by August 25 for expenses related to preparing the organization for work during the autumn-winter season and ensures completion of all related activities by October 1. The employer also ensures uninterrupted operation and proper condition (repair, reconstruction, or new construction if necessary) of sanitary and household buildings, specifying the exact buildings or rooms and departments concerned.

8.11. The employer insures employees against industrial accidents and occupational diseases, carries out certification of workplaces regarding working conditions and risk of injury from equipment, and organizes initial (at the time of signing the labor contract) and periodic (during employment) mandatory medical examinations at no cost to employees (Appendices 20-21) (in accordance with Article 292 of the Labor Code).

8.12. Employees are provided free of charge, within established deadlines and norms, with milk or equivalent food products (Appendix 22), therapeutic preventive nutrition (Appendix 23), and special clothing, footwear, and other personal protective equipment (Appendix 24). Each batch of special clothing, footwear, and other protective equipment delivered to the warehouse is accepted only if it has the appropriate quality certificate for the types of work and professions, and with participation of a commission composed of representatives of the Employer and the Trade Union Committee.

8.13. A list of professions and positions entitled to receive hygiene products free of charge for work in uncomfortable, hazardous, or polluted working conditions is compiled (Appendix 25), and distribution is ensured accordingly.

8.14. The employer maintains the organization's territory in a tidy state at all times, ensures that walking paths and passageways have clearly defined required dimensions, strictly enforces adherence to these rules, and takes measures to ensure their safety during use of internal transportation.

8.15. Officials and engineering-technical personnel ensure strict compliance with labor protection and technological discipline rules, scheduled preventive maintenance, and continuous operation of ventilation and aspiration equipment. They prevent operation of faulty equipment. From the safety perspective, they ensure that relevant parts of equipment, hot or cold water, steam and gas pipelines are painted on time according to regulatory color standards.

8.16. The employer organizes employees' instruction, training, retraining, skill improvement, and knowledge testing on labor protection issues. Based on developed manuals for each profession and type of work, the employer ensures timely instruction and continuous control. For all newly hired employees, employees transferring to other jobs, and re-employed employees, the employer must conduct labor protection instruction, organize training on safe methods and techniques of work, and provide training on assistance to victims of industrial accidents.

8.17. Training of labor protection representatives (Appendix 26) is organized with the participation of the Trade Union Committee.

8.18. The employer allocates at least two hours of working time per week for the labor protection representative to perform their assigned duties and maintains their average monthly salary according to their position during this time. Representatives who demonstrate dedication to improving working conditions are encouraged morally and materially.

8.19. The employer assumes responsibility for ensuring employee safety during the use of buildings, facilities, equipment, technological processes, as well as during the application of raw materials and materials, performance of work, and provision of services.

8.20. The employer ensures timely payment of monthly benefits and compensation due to persons entitled to receive payments for damages caused by employees' injuries or occupational diseases related to their labor duties.

8.21. In case an employee is injured due to production activities or loses temporary work capacity due to occupational diseases, the employer pays 100% of the average monthly salary.

8.22. The employer ensures proper investigation and accounting of industrial accidents, health impairments related to the performance of employees' duties, and occupational diseases in accordance with established procedures. This also applies to individuals performing work or services under civil law contracts.

8.23. The employer creates and ensures the functioning of a labor protection management system that complies with labor protection regulatory requirements, including occupational safety and working conditions.

8.24. The employer promptly reviews recommendations and submissions from relevant trade union bodies and other employee-elected representatives regarding violations of labor legislation and other legal labor provisions, informs the respective bodies and representatives about measures taken to eliminate identified violations and their implementation.

8.25. The employer organizes workplaces for certain categories of employees (interns, remote workers, casual workers, hourly workers, etc.) in accordance with occupational safety and hygiene requirements.

8.26. The employer ensures compliance with the “Technical conditions for temporary sanitary rules and standards for the organization of activities of state bodies, other organizations, and business entities during quarantine measures, states of emergency, and restrictions during pandemics that threaten employees’ lives” (SanQvaM No. 0372-20).

8.27. The employer continuously stocks first aid kits in workshops and departments based on the list (Appendix 27).

8.28. The employer transfers funds to the established labor protection fund within the prescribed deadlines from the enterprise’s profit after taxes and other mandatory payments, voluntary contributions from legal and natural persons, and other revenues in accordance with legislation (in accordance with the Resolution No. 245 of the Cabinet of Ministers of the Republic of Uzbekistan dated 12.11.2008).

8.29. The employer provides employees with clean drinking water.

8.30. Rights of trade unions regarding ensuring labor safety and hygiene. Trade unions represent in the field of labor protection and protect employees’ rights and lawful interests. Trade unions, as well as employees themselves through their labor protection representatives, have the following rights:

- To receive information from the organization’s management and other officials about working conditions and labor protection, as well as all industrial accidents and occupational diseases;
- To participate in the investigation of industrial accidents and occupational diseases;

- To stop work in cases where there is a danger to employees' life and health, and to propose to the employer measures to eliminate violations of labor protection requirements;
- To study the state of labor protection and control the employer's fulfillment of labor protection obligations stipulated in this Agreement;
- To participate as independent experts in commissions for testing and acceptance of production facilities and equipment, and to attend medical-labor expert commission meetings;
- To participate in the development of draft normative and legal documents in the field of technical regulation of labor protection;
- To appeal to relevant authorities demanding accountability for violations of labor protection requirements and concealment of industrial accident facts;
- To protect employees' rights in courts in cases related to compensation for disability or health damage arising from labor duties, and in other cases restricting employees' health and labor protection rights;
- To participate in resolving labor disputes related to violations of labor protection laws, obligations stipulated in this Agreement and the Sectoral Agreement, as well as changes in working conditions.

8.31. The employer, in cooperation with the trade union committee:

- Determines the composition of the labor protection commission within the organizational structure, organizes their election and timely training (with specified training duration and program);
- Organizes a republican contest in all nominations on public control over labor protection and safety ("Best Organization Achieving Results in Labor Protection", "Best Trade Union Organization for Creating Healthy and Safe Working Conditions and Protecting Employees' Labor Protection Rights", "Best Labor Protection Representative", "Young Specialist in Labor Protection") and recommends the winners to higher trade union bodies.
- Ensures that a three-level administrative and public control over labor protection conditions is conducted within the organization and its structural units;
- Ensures the election of one labor protection representative for every 30 employees (taking into account working conditions in production and the need for public control in departments and sections);
- Takes into account employees' compliance with labor protection rules and standards throughout the year when nominating them for incentives;
- Complies with the requirements of the International Labour Organization's Convention No. 187 on the Promotional Framework for Occupational Safety and Health.

IX. TRAINING, RETRAINING, AND PROFESSIONAL DEVELOPMENT OF EMPLOYEES.

GUARANTEES AND COMPENSATIONS FOR EMPLOYEES COMBINING WORK AND EDUCATION

9.1. Employee training means educating employees to form theoretical and practical knowledge, as well as skills and qualifications that enable them to perform professional activities in a specific field or to perform jobs related to a certain profession or specialty. Training of employees is conducted either within the organization or at educational institutions voluntarily on the employer's recommendation.

Retraining of employees means training aimed at acquiring new professional knowledge, skills, and competencies due to changing requirements related to technologies or labor processes, or for mastering a new profession. Professional development means improving an employee's readiness to perform tasks in their current profession or specialty by enhancing their professional knowledge, skills, and competencies.

9.2. Retraining and professional development for the professions and positions specified in Appendix 28 of this Agreement are mandatory for both the employee and the employer.

The necessity and procedure for retraining and professional development of employees are determined by the Regulation "On Retraining and Professional Development of Employees" presented in Appendix 29. If an employee is sent for mandatory or voluntary retraining or professional development, the employer must retain the employee's job (position) and average salary during the retraining or professional development period. If retraining or professional development occurs outside the employee's permanent residence, the employer reimburses travel and accommodation expenses, as well as other expenses in accordance with established procedures. If retraining or professional development sessions are held on days off, no additional days off are granted after the completion of such courses, except when the employee was specifically sent to the courses on days off. The forms of retraining and professional development, as well as the list of required professions and specialties, are determined by the employer in agreement with the trade union committee.

9.3. Mentorship means the type of retraining or professional development in which the organization's most experienced employees (mentors) systematically transfer the

knowledge, skills, and qualifications necessary for performing a specific labor task to less experienced employees.

9.4.

An addendum to the employment contract or a contract concluded with a mentor, if it includes relevant conditions regarding mentoring from the start, serves as the basis for issuing an order to carry out mentoring. Relevant conditions on mentoring (as detailed in Appendix 30) include the time spent by the mentor teaching a less experienced employee, the payment for performing mentoring duties, and other terms.

9.5.

During training, retraining, and professional development, employees must comply with the rules of the educational institution and present the results to the employer. Additionally, employees are subject to obligations under the Labor Code of Uzbekistan, other regulatory documents, this Agreement, and their employment contract.

9.6.

Employees studying full-time without leaving their job and following the curriculum are guaranteed, in addition to the Labor Code provisions:

- Specific daily working hours compatible with study;
- At least 14 calendar days of unpaid annual leave.

9.7.

Employees studying evening or correspondence courses in higher or vocational institutions are granted paid educational leave for lab and exam sessions, as follows (according to Articles 385-386 of the Labor Code):

- Evening studies, 1st and 2nd year students:
 - Higher education: 20 calendar days
 - Vocational/specialized education: 10 calendar days
- Evening studies, 3rd year and above:
 - Higher education: 30 calendar days
 - Vocational/specialized education: 20 calendar days
- Correspondence studies, 1st and 2nd year students:
 - Higher/vocational education: 30 calendar days
- Correspondence studies, 3rd year and above:
 - Higher/vocational education: 40 calendar days

9.8.

Employers pay 50% of the travel costs once a year for employees attending lab and exam sessions at their educational institutions in correspondence education, as well as for state certification exams (Labor Code Article 385).

X. SPECIFIC FEATURES OF REGULATING THE WORK OF WOMEN AND PERSONS WITH FAMILY RESPONSIBILITIES, ADDITIONAL PRIVILEGES AND GUARANTEES

10.1. One hour shorter workday is granted to a parent (or guardian) working in the organization who has a child under three years old.

10.2. The employer pays the legally established paid maternity leave.

10.3. Time spent on childcare leave up to three years is counted as work experience and provides the right to annual paid leave.

10.4. For parents (or guardians) of children under two years old, additional breaks for feeding the child are granted outside regular breaks: at least every three hours, each lasting no less than 30 minutes. For two or more children under two, breaks last at least one hour. These breaks count as working time and are paid. The breaks may be combined with regular breaks or shifted to the beginning or end of the workday, including combined shifts, upon the parent's request. Such breaks are granted only if the other parent is not on childcare leave and is not using these breaks.

10.5. Employer's obligations include:

- Providing time for women whose jobs are being cut to retrain in professions in demand;
- Creating temporary jobs for women being laid off;
- Organizing part-time work for women whose work is temporarily unavailable;
- Giving priority to retrained women who previously worked at the organization when it resumes operation after reconstruction;
- Monthly benefits equal to twice the base calculation amount for a parent on childcare leave up to two years;
- Supporting the implementation of the "Gender Equality Strategy of Uzbekistan until 2030."

10.6. Both parties commit to ensuring compliance with the guarantees and privileges stipulated in the Law of the Republic of Uzbekistan "On Guarantees of Equal Rights and Opportunities for Women and Men."

10.6. Guarantees and obligations related to gender equality:

10.6.1. Assign responsibility to the authorized person of the Organization and its units to ensure equal rights and opportunities for women and men;

10.6.2. Create equal rights and opportunities for women and men in recruitment and promotion;

10.6.3. Eliminate pay inequality between women and men.

10.7.

Subject to the Organization's financial condition, on International Women's Day (March 8), women employees of the Organization, handicraft units, and the “Jajji kimyogar” preschool education institution shall be awarded monetary prizes or souvenirs, and cultural and sports events shall be organized for them.

10.8.

Women committee members engaged in public work beyond their main job shall receive a 20% salary bonus.

10.9.

The trade union committee is responsible for assisting in improving women's working conditions and closely supporting the employer in implementing social programs related to women's labor and health protection.

XI. ADDITIONAL BENEFITS AND GUARANTEES FOR YOUNG PEOPLE

11. According to the legislation and this Agreement:

a) Employees under 30 years old are considered youth;

b) Young specialists are employees under 30 who graduated from higher or secondary vocational education and have worked in their specialty for no more than 3 years after graduation;

c) A young family consists of spouses both under 30, or a single parent under 30 raising a child, including divorced or widowed persons.

11.1. To improve youth participation and socio-economic protection, the parties agree to:

- Comply with ILO Conventions No. 138 and 182 concerning minimum employment age and prohibition of worst forms of child labor;
- Actively participate in youth policy and implementation of related programs;
- Establish youth councils and organize professional skill competitions;
- Conduct professional training and retraining for young employees;

- Support training in modern skills, foreign languages, and computer literacy;
- Encourage high-performing and active young employees in trade unions;
- Ensure youth participation in cultural, educational, and professional competitions.

11.2. The terms “youth,” “young family,” and “young specialist” are defined according to the Law of the Republic of Uzbekistan No. O‘RQ-406 “On State Youth Policy.”

11.3. Employees under 18 starting work after secondary or vocational education, including those under a training contract, shall have production norms reduced by 30%.

11.4. Employer’s obligations:
a) Provide additional benefits regarding labor protection, working hours, leave, and other labor conditions for persons under 18 (if any), and for those employed the same year after vocational education graduation;
b) Conduct targeted work to train and attract young specialists from vocational institutions.

11. ADDITIONAL BENEFITS AND GUARANTEES FOR YOUTH (continued)

11.v) The Organization commits to paying university tuition fees for training required personnel, on the condition that the employee works for the Organization for at least 5 years after graduation.

11.g) Guaranteeing loans from banks for young employees, needy families, and young families.

11.d) Sending talented young specialists of the Organization to study abroad in higher vocational institutions and covering their tuition fees from salary or Organization’s budget.

11.j) Establishing a “Most Active Young Employees” board in the Organization.

11.5. Trade Union Committee Responsibilities:

- **a)** Utilize existing legal frameworks to better protect labor rights and social guarantees of young employees.
- **b)** Engage youth in trade union activities and systematically encourage active youth in public work through moral (honorary certificates, gratitude letters, newspaper articles) and material incentives.

- **v)** Involve highly qualified employees, managers, and specialists in supervising student internships and assign mentors for young employees during hiring.
- **g)** Ensure provision of occupational safety training, temporary special clothing, footwear, personal protective equipment, milk, and medical nutrition for professional education students and newly hired graduates attached to the Organization for internships.
- **d)** Facilitate adaptation of newly hired young employees in their workplaces.
- **ye)** Track and control professional development and training of each young specialist upon hiring, including in internal or external training courses.
- **j)** Organize wide-ranging cultural, educational, moral, physical training, and sports events for young employees to prevent negative issues such as loss of hope for the future, and foster gratitude for wages and working conditions.
- **z)** Implement “Youth Platform” and “Free Thought” formats to allow young employees to freely express their opinions on work conditions, team environment, and ideas for improvement, either directly or via public surveys.

11.6. Subject to financial status, on June 30 (Youth Day), the Organization and trade union jointly reward young employees with honorary certificates, cash prizes or souvenirs, and organize Youth Forums, cultural and sports events.

XII. SPECIAL FEATURES OF REGULATING WORK FOR CERTAIN CATEGORIES OF EMPLOYEES

12.1. Persons with disabilities benefit from additional privileges concerning labor protection, working hours, leave, and other labor conditions as prescribed by law.

12.2. Payment systems, bonuses, additional pay, and incentives for part-time employees shall be applied according to rules established for those whose part-time job is their main employment.

12.3. The annual labor leave for preschool workers is set at 21 calendar days.

Remote Work Employees

12.4. In case of natural or man-made disasters, production accidents, fires, floods, earthquakes, epidemics, or other emergencies threatening life or normal living conditions, and when the employer has appropriate technical and organizational capabilities, employees with priority rights to temporary remote work include:

- a) Persons who have their own technical and organizational means to work remotely.

XII. ADDITIONAL PROVISIONS ON WORKING CONDITIONS FOR CERTAIN CATEGORIES OF EMPLOYEES (continued)

12.5 If the nature of work at the stationary workplace does not allow the employee to temporarily switch to remote work based on grounds stipulated in Article 454 of the Labor Code of Uzbekistan, and it is impossible to set a part-time schedule, the time when the employee cannot perform their duties due to reasons beyond the control of both employer and employee is considered downtime. For this downtime, the employee is paid two-thirds of their tariff rate (salary).

12.6 Remote work is regulated by the Labor Code.

12.7 Annual leave duration for remote workers is set at 21 calendar days.

Time-based (Shift) Workers

12.8 Time-based work is a special form of labor process carried out outside the permanent residence of employees who cannot return daily to their homes. It includes work periods at the site and rest periods between shifts. The duration of such work should not exceed one month.

Exceptions allowing extension up to three months:

- a) Quarantine during infectious disease outbreaks.
- b) Inability to reach mountainous workplaces due to abnormal weather changes and/or natural disasters.

XIII. ADDITIONAL SOCIAL INSURANCE, SOCIAL BENEFITS AND GUARANTEES

13.1 Both parties undertake to develop and strictly implement measures to carry out social programs initiated annually by the President of Uzbekistan.

13.2 The employer is obligated to pay temporary disability benefits as follows:

- **13.2.1** To international fighters, World War II participants and equivalent persons; employees with three or more children under 16; participants in Chernobyl accident consequences elimination; employees evacuated from radioactive zones in Chernobyl with specific diseases (blood, thyroid, cancers);

military disabled veterans from nuclear test sites; and employees temporarily disabled due to occupational injury or disease — full salary.

- **13.2.2** To employees on the list of socially significant diseases, depending on their social insurance contribution period (total work experience) — from 60% to 100% of salary.
- **13.2.3** In other cases, depending on total work experience — from 60% to 80% of salary.

13.3 The employer undertakes to transfer an additional amount equal to 0.1% of the employee's salary to their personal accumulative pension account in accordance with Article 10 of the Law "On Citizens' Accumulative Pension Provision."

XIII. ADDITIONAL SOCIAL INSURANCE, SOCIAL BENEFITS AND GUARANTEES (continued)

13.4 The employer undertakes to vaccinate employees at the organization's expense against diseases with an epidemic risk (except for employees who cannot be vaccinated for medical reasons).

13.5 In case of death of an employee for reasons unrelated to work duties, or in case of death of the employee's parent, spouse, or child, material assistance is provided according to the Regulation (Appendix 31).

13.6 In case of death of an employee, parent, spouse, or child, the organization provides a truck and a bus at its expense for funeral services.

13.7 The organization reimburses food expenses for the employee during working hours for each full month worked, at the rate of 50% of the minimum wage established in Uzbekistan.

13.8 Every autumn, the employer provides material assistance equal to one minimum wage for employees to purchase and stock agricultural products.

13.9 Employees going on their annual leave receive additional pay equivalent to one monthly salary for preventive treatment.

13.10 Employees retiring by age or due to disability receive a one-time material aid and a souvenir gift valued at 1.5 to 2 times the minimum wage, according to the Regulation (Appendix 32).

13.11 The employer is obliged to provide material assistance to employees who fall ill, according to the Regulation (Appendix 33).

13.12 Employees receive material assistance on the occasion of their first marriage according to the Regulation (Appendix 34).

13.13 To promote employee health and rest, the organization may sign contracts with enterprises and sanatorium-resorts; 55% of the voucher cost is paid by the organization, 45% by the employee.

13.14 Depending on the financial situation, employees are rewarded on certain holidays as follows:

- One monthly salary for:
 - Chemists' Day (May)
 - Independence Day of Uzbekistan
 - Eid al-Fitr ("Ramazon" holiday)
- One minimum wage for:
 - Navruz (Nowruz) holiday
 - Constitution Day (December 8)
 - Eid al-Adha ("Qurbon" holiday)
 - New Year

Women on maternity, childcare leave, and sick leave are rewarded as follows (equal to one base calculation amount):

- Navruz
- Eid al-Fitr
- Chemists' Day
- Eid al-Adha
- Independence Day
- Constitution Day
- New Year

13.15 Under the "Qishloqqurilishinvest" program, advance and final payments for houses built for factory employees can be deducted from salary up to 50%, according to a schedule and agreement between the employee and the organization.

13.16 Expenses related to guests visiting the organization for production needs are regulated by the approved policy "On giving and receiving gifts, organizing business events and representation expenses" (Appendix 35).

13.17.1. The employer undertakes to create conditions for retired pensioners to participate in the public life of the labor collective, especially for those who are non-working and living alone. This includes annual visits, congratulating them on birthdays and holidays with commemorative gifts, assisting with housing and domestic issues, organizing excursions to sacred places and other socially significant activities (based on the Decree of the President of Uzbekistan dated December 28,

2016, PF-4906 “On further improvement of the activities of the Nuroniy Fund for social support of veterans”).

Each year, 15 pensioners in need of health recovery (including disabled persons who worked at the organization and are currently unemployed) are treated at the organization’s “Health Center,” and 30 pensioners at other sanatoriums funded by the organization.

Depending on the financial situation, pensioners (including disabled former employees) are rewarded on the following holidays:

- Equal to the minimum wage on the occasion of the holy month of Ramadan (“Muborak ramazon”).
- Equal to the base calculation amount on:
 - Chemists’ Day (May)
 - Eid al-Adha (“Qurbon” holiday)
 - Independence Day of the Republic of Uzbekistan.

13.18. To care for the growing younger generation, the parties undertake the following responsibilities:

13.18.1. Every year, the organization ensures the purchase of one New Year gift per employee, contract workers, retired pensioners or disabled persons formerly employed at the factory (and their children, siblings, grandchildren, etc.), guests visiting for holidays, partner organizations, and needy families in the district, funded by the organization.

13.18.2. During the summer season, the children of employees are provided health recovery at children’s camps, with the following coverage:

- For children of employees who died or became disabled at the factory (upon application), and for children with disabilities aged 7-14 (with medical approval), 100% of the camp cost is covered by the organization.
- For the employees’ own children or legally adopted children, 60% of the camp voucher cost is covered by the organization, 20% by the trade union committee, and 20% by the parents.
- For siblings or grandchildren of employees, 50% of the camp cost is covered by the organization, 25% by the employees themselves, and 25% by trade union contributions deducted from the payroll fund.
- For children of other relatives of employees, 100% of the camp costs are covered from employees’ funds.

Additionally, requests from organizations and citizens for assistance and sponsorship in children's rest and health improvement at camps are reviewed and decided upon by factory management and the trade union.

13.18.3. The organization provides transportation to safely take children to and from summer camps.

13.18.4. To support the implementation of tasks set by the Decree of the President of the Republic of Uzbekistan dated December 10, 2012, No. PQ-1875 “On Measures to Further Improve the Foreign Language Learning System,” the organization assists in teaching young employees foreign languages.

13.19. Funds and necessary materials are allocated from the organization’s budget, depending on the financial situation, for the maintenance, repair, and equipping of social facilities and institutions under the organization’s management (such as dormitories, kindergartens, children’s camps, medical institutions, etc.).

13.20. Monthly rent payments for employees living in dormitories and departmental housing are calculated as a percentage of the base calculation amount established across the republic, as follows:

- For one bed in dormitories No. 1-2 — 0.3 coefficient;
- For one room in a 100-bed family dormitory — 0.6 coefficient;
- For communal payments (excluding natural gas, electricity, drinking water) in residential houses (cottages) per family — 1.25 coefficient.

The remaining uncovered costs are covered by the organization’s funds.

13.21. The employer ensures employees benefit from tax exemptions on amounts directed from their salaries for education in higher educational institutions in the Republic of Uzbekistan, either for their own education or for the education of children under 26 years old.

13.22. On the occasion of the national holiday “May 9 – Day of Remembrance and Honor”:

- Families of deceased employees who worked at the organization (the list is compiled by the Personnel Department in coordination with the trade union and approved by the organization's management) receive financial assistance from the organization amounting to 50% of the minimum wage established by the Republic, and food products equivalent to one base calculation amount provided by the trade union committee funds.

- Employees who served in Afghanistan as international duty soldiers are rewarded with an amount equal to the minimum wage set by the Republic.
- Families of deceased pensioners and beneficiaries who worked at the organization and died during pension or disability benefits (list compiled by the Personnel Department in coordination with the pensioners' council and trade union, approved by the organization's management) receive financial assistance from the organization equal to 50% of the minimum wage established by the Republic.

XIV. CULTURAL, EDUCATIONAL, PHYSICAL EDUCATION, HEALTH IMPROVEMENT, AND SPORTS ACTIVITIES

14.1. The Employer:

14.1.1. Provides the trade union committee free use of buildings, rooms, facilities, and other objects owned or rented by the organization, as well as places necessary for organizing recreation, cultural-educational, physical education, and health improvement activities for workers and their families, including children's camps and other health resorts.

14.2. To improve cultural and educational work, the parties undertake the following:

14.2.1. From the monthly 0.5% contribution of the wage fund transferred by the organization to the trade union's account, 30% is allocated for cultural-educational, physical education and sports events, trips to historical sites within the republic, purchase of tickets for concerts and theaters.

14.2.2. Assist in equipping the established "Spirituality and Enlightenment" rooms according to the recommendations of the Federation of Trade Unions of Uzbekistan and the Republican Center for Spirituality and Enlightenment, providing works of the President of Uzbekistan, contemporary literature published during the Independence years, posters, stands, and technical means.

14.2.3. Organize "Book reader" corners and hold competitions for the "Best Reader".

14.2.4. Within the framework of state programs, organize meaningful and interesting meetings with famous scientists, writers, artists, literary critics, and industry leaders for workers and youth on various topics.

14.2.5. Replenish the organization's library with new literature, involve public organizations and funds to hold events aimed at fostering national ideas and spiritual-educational worldviews.

14.2.6. Support the further development of amateur art among employees and their families, help them spend their free time meaningfully, organize visits to theaters, concerts, and museums.

14.2.7. Celebrate national and professional holidays, organize competitions and events in professional skills, sports, and amateur arts on holiday occasions.

14.2.8. Hold monthly “Enlightenment Hours” to explain to workers the priority areas of current state policy, the essence of large-scale reforms, adopted legislative acts, and the importance of state programs.

14.3. Under the “Travel Across Uzbekistan!” program, organize:

a) Trips to historical cities of the republic and notable places in their regions;

b) Trips for employees and their family members to historical cities and notable places in their regions to spend leisure time meaningfully, with the cost of tourist vouchers distributed as follows:

- 20% from employees’ funds;
- 30% from trade union committee funds;
- 25% from the 0.5% contribution of the wage fund transferred to the trade union;
- 25% from the enterprise’s funds.

In some cases, as an incentive, the cost of the voucher may be fully covered by the organization and the trade union committee funds.

v) Organization and holding of “Domestic Tourism Month” and “Family Travel Vacation”.

14.4. In accordance with the Law of the Republic of Uzbekistan “On Physical Education and Sports,” the parties undertake the following to promote a healthy lifestyle among employees and their family members:

14.4.1. Create sufficient material and other conditions for engaging in physical education and sports (allocate special sports rooms) and introduce “employee gymnastics” and “sports minutes” in the workforce;

14.4.2. Based on technology, production, and working conditions, establish special breaks during work time for employees to perform “employee gymnastics” exercises and for “sports minutes” included in working hours;

14.4.3. To promote a healthy lifestyle and mass sports, assign the additional duty of “Sports Promoter” to an active employee in the workforce and provide a 20% bonus on their base salary;

14.4.4. Organize physical education and sports activities (running, streetball, football, badminton, volleyball, basketball, table tennis, swimming, etc.) after work on selected days (at least once a week) for managers and all employees;

14.4.5. Involve public organizations and funds to engage employees and their families in mass sports, various sports sections, and clubs, and organize spartakiads and competitions in different sports;

14.4.6. Develop the operation of sports stadiums, children’s health camps, and health institutions under the organization’s control using organization funds, strengthen material and technical base, perform current and capital repairs, update sports equipment and gear;

14.4.7. Assist in providing employees with sportswear and sports equipment and encourage their wide participation in sports events;

14.4.8. Strengthen relations with the “Physical Education and Sports-Health Department” of the Federation of Trade Unions of Uzbekistan unitary enterprise.

14.5. To implement employee health improvement activities, the Employer undertakes the following:

14.5.1. Organize treatment and health improvement for employees and their family members (spouse, children, parents) who need health improvement in the organization’s “Health Improvement Center” for up to 10 days, with job retention and average monthly salary preserved.

14.5.2. The expenses for treatment and stay in the “Health Improvement Center” once a year for one family member of employees and their families are covered as follows:

- 50% by the organization;
- 40% by the employee;
- 10% by the trade union committee from the 0.5% wage fund contribution.

XV. RESOLUTION OF LABOR DISPUTES

15.1. The contracting parties, recognizing the principles of social partnership, undertake to take measures to prevent any disputes arising from the implementation

of the collective agreement. Disputes shall be resolved with mutual trust and respect, based on the laws of the Republic of Uzbekistan.

15.2. Individual labor disputes are reviewed by a Labor Disputes Commission consisting of 12 members—6 from the Employer and 6 from the Trade Union Committee—formed for the duration of this Agreement.

15.3. The Labor Disputes Commission operates in accordance with legislation and regulations approved by the Federation of Trade Unions of Uzbekistan, the Chamber of Commerce and Industry, and recommendations agreed upon with the Ministry of Labor and Social Protection (see Appendices 36-37).

15.4. Collective labor disputes are resolved in accordance with the procedures prescribed by the legislation of the Republic of Uzbekistan.

XVI. SOCIAL PARTNERSHIP. GUARANTEES FOR TRADE UNION ACTIVITIES

16.1. The Employer and the Trade Union Committee shall adhere to social partnership, constructive cooperation, mutual respect of interests, and comply with the Constitution of the Republic of Uzbekistan, Labor Code, Law “On Trade Unions,” and other legal acts.

16.2. The Employer respects the rights of the trade union in accordance with current legislation, international treaties ratified by Uzbekistan, and ILO conventions, and assists its activities in all respects.

16.3. The Trade Union Committee has the right to oversee compliance with regulatory legal acts concerning employees' socio-economic rights and technical regulations, as well as the terms of this Agreement, at workplaces. The Employer shall review and respond within one week to any complaints about violations and inform the Trade Union Committee of the results. (See Articles 34 and 46 of the Law “On Trade Unions”).

16.4. The Employer recognizes the Trade Union Committee as the sole representative body of employees within the organization.

16.5. The Employer undertakes to:

- Organize training events for employees on the content of the Law “On Trade Unions.”
- With employees' written consent, withhold at least 1% of wages as trade union membership fees through the organization's accounting and transfer these fees

to relevant accounts (60% to the Trade Union Committee, 40% to the Regional Council).

- Transfer the withheld membership fees to the trade union simultaneously with mandatory budget and extrabudgetary fund payments.

16.7. According to the procedure registered by the Ministry of Justice (2012, No. 2342), if there are insufficient funds in the organization's account, trade union membership fees shall be proportionally deducted according to execution payment documents.

16.8. The Employer shall:

- a) Consult with the Trade Union Committee before making decisions on socio-economic and legal matters not included in the collective agreement;
- b) Provide information about labor and socio-economic development upon the Committee's request;
- c) Provide free access to offices, transport, organizational equipment, communications, internet, and stationery necessary for trade union activities;
- d) Encourage trade union members and committees financially as possible;
- e) Transfer 0.5% of the wage fund monthly to the trade union committee's account;
- f) Reinstate employees released from their main duties due to election to trade union bodies back to their previous or equivalent positions after their term ends;
- g) If an employee is elected to a primary representative position (e.g., Trade Union Committee Chair) and relieved from their regular job, employment contracts for that position shall be concluded for the election term.

- z) To pay material incentives, awards for key results of economic activities, incentives for years of service (work experience), meal allowances, and other additional payments and compensations to the staff of the trade union in the organization's funds, in the manner and amounts paid to the relevant managers, specialists, and employees;
- i) To notify the trade union committee at least two months in advance about changes related to mass staff reductions.

16.9. The trade union committee:

- a) Assists in the implementation of the organization's social and economic development programs, supports and promotes employees' initiatives and creativity in this regard;
- b) Monitors the correctness of the applied wage systems, salary payments, additional payments under the collective agreement, as well as the implementation of measures to improve labor protection and safety conditions;
- c) Oversees the enforcement of labor laws, assists in increasing employees' legal awareness;

- d) Protects the labor rights of trade union members;
- e) Demands that the employer takes appropriate measures to timely eliminate existing shortcomings in the workplace and bring workplaces into compliance with labor protection, safety techniques, and industrial sanitation requirements;
- f) Provides employees and their family members with referrals to appropriate health improvement facilities according to the standards approved by the Federation of Trade Unions of Uzbekistan, based on employees' applications;
- g) Organizes and implements public control over working and living conditions in the organization;
- h) Conducts explanatory and organizational work aimed at strengthening labor and production discipline among trade union members, preventing situations leading to conflicts within the labor collective, and ensuring a stable moral environment;
- i) Undertakes the obligation to establish incentive gifts and awards for winners of various competitions and sports events.

16.10. According to the International Labour Organization's Convention No. 135 "Protection and Facilities to be Afforded to Workers' Representatives in the Undertaking" and paragraph 12 of the Regulation on the Labor Protection Representative, registered under No. 196 by the Ministry of Justice of the Republic of Uzbekistan on December 18, 1995, the following categories of employees are recognized as workers' representatives for the purposes of this Agreement:

- a) Members of the elected trade union bodies;
- b) Representatives for labor protection;
- c) Members of the labor dispute commission.

16.11. Representatives of employees who are not released from their primary work in production are granted time to perform public duties in the interests of the labor collective, which should be no less than 30% of their weekly working hours, as well as time for short-term training related to trade union activities, with average wages maintained.

16.12. The employer is obliged to cover the short-term (up to one week) business trip expenses (travel, daily allowances, hotel accommodation, etc.) for employee representatives who are not released from their primary work and participate in training, cultural-educational, and sports events organized by higher trade union organizations, at the expense of the Organization.

16.13. Disciplinary actions against employee representatives who are not released from their primary work, as well as termination of their employment contracts on the initiative of the employer, shall be carried out in compliance with the restrictions provided by the Labor Code of the Republic of Uzbekistan, the Law of the Republic

of Uzbekistan “On Trade Unions,” and the International Labour Organization’s Convention No. 135 on the Protection and Facilities to be Afforded to Workers’ Representatives in the Undertaking.

16.14. The Organization strictly complies with the requirements of the International Labour Organization’s Convention No. 87 on the Freedom of Association and Protection of the Right to Organize.

16.15. Training sessions on the content of the Law of the Republic of Uzbekistan “On Trade Unions” shall be regularly held for the Organization’s employees.

16.16. Funds transferred monthly to the trade union committee’s account from the Organization’s wage fund at the rate of 0.5% shall be spent on the following purposes and in the following proportions:

- For cultural-educational, physical education and sports events, organizing trips to historical sites within the republic, purchasing tickets for concerts, theaters, and amusement parks – 30%;
- For providing material assistance – 10%;
- For additional payments equal to 10% of the monthly salaries (salaries) of 3 full-time employees of the Trade Union Committee – 2%;
- For paying 25% of the cost of vouchers when sending factory employees’ younger siblings, nieces, and nephews (children of sons or daughters) to children’s summer camps, as well as providing employees—including international war veterans, employees equated with war veterans, persons with disabilities, employees from needy families, and employees needing treatment—with vouchers to sanatorium-resorts and the Organization’s “Health Improvement Center” – 58%.

VII. MONITORING THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

17.1. The Trade Union Committee has the priority right to conduct collective negotiations with the Employer on behalf of the employees it represents and to conclude the Collective Agreement. It also carries out public control over its implementation. (Articles 29 and 34 of the Law of the Republic of Uzbekistan “On Trade Unions”).

17.2. The parties undertake to assist the social-labor commission in monitoring the implementation of this Agreement.

17.3. The parties undertake to conduct an annual review of the implementation of this Agreement and to discuss the results of the review at the labor collective conference. The review of the implementation of the collective agreement for the reporting year shall be considered no later than April 30 of the following year.

17.4. At the labor collective conference, the Employer's report on the full fulfillment of obligations regarding the prohibition of forced labor of the Organization's employees shall be heard.

17.5. The parties recognize and undertake to fulfill the obligations of the Head, sectoral, and regional collective agreements. In case of amendments to these agreements mentioned above, the Employer and the Trade Union Committee shall conduct negotiations within one month to make corresponding changes and additions to this Agreement.

17.6. The parties acknowledge that their interests reflected in this Agreement can only be realized if all terms and obligations of the Agreement are unconditionally fulfilled by them.

17.7. Before the labor collective conference convened to approve the draft collective agreement, the Trade Union Committee submits the draft for public expertise to the Republican Council of the Trade Union of Workers of the Chemical and Pharmaceutical Industry.

17.8. After signing this Agreement, the parties shall submit it to the Republican Council of the Trade Union of Workers of the Chemical and Pharmaceutical Industry for registration.

17.9. To regulate social-labor relations in the Organization, conduct collective negotiations, prepare the draft collective agreement, organize control over its implementation, and also to supervise the fulfillment of other local normative acts adopted by the Employer in agreement with the trade union, a bilateral commission on social-labor issues shall be established on the basis of equality. The parties who signed the Agreement have the right to put the issue of hearing reports from officials who fail to ensure its implementation at the commission meetings.

17.10. Within no later than one month from the date of signing, 100 copies of the Agreement shall be published in brochure form. Employees can familiarize themselves with the text of the Agreement and its annexes in the Organization's HR department, labor protection, payroll, and legal departments, as well as at the Trade Union Committee.

17.11. Amendments and additions made during the term of the Agreement or during its extension shall be formalized by separate documents in the form of additional agreements and shall be considered an integral part of this Agreement.

17.12. The annexes to the Agreement shall be considered an integral part of it.

XVIII. LIABILITY FOR VIOLATION OR NON-FULFILLMENT OF THE OBLIGATIONS OF THE COLLECTIVE AGREEMENT

18.1. If the Employer makes a decision violating the terms of this Agreement, the Trade Union Committee has the right to submit a proposal to eliminate these violations, which shall be considered within one week. If the Employer refuses to satisfy the demands of the Trade Union Committee or no agreement is reached within the specified period, disputes shall be resolved in accordance with legal regulations. (Article 46 of the Law of the Republic of Uzbekistan “On Trade Unions”).

18.2. Officials responsible for the violation or non-fulfillment of the obligations of this Agreement shall be held liable in accordance with the legislation of the Republic of Uzbekistan and the procedures established in this Agreement.

Approved at the Conference of the Labor Collective of JSC “DEHKANABAD POTASH PLANT” Date: April 28, 2023

JSC “DEHKANABAD POTASH PLANT” INTERNAL LABOR REGULATIONS

1.1.DEHKANABAD – 2023 INTERNAL LABOR REGULATIONS OF JSC “DEHKANABAD POTASH PLANT”

1.2.I. GENERAL PROVISIONS

1.3. These internal labor regulations (hereinafter referred to as the Rules) of the JSC «Dehkanabad potash plant» (hereinafter referred to as the Organization) are developed in accordance with the Labor Code and other labor-related legislative acts. They serve as the main mandatory regulatory document governing the conclusion, amendment, and termination of labor contracts, the use of working and rest time, labor discipline, as well as other legal relations arising between the employer and employees.

1.4. These Rules are an integral part of the Collective Agreement adopted at the Organization’s trade union conference and come into force from April 30, 2023.

1.5. Compliance with these Rules is mandatory for both the employer and employees, and failure to comply may serve as grounds for liability according to current legislation.

1.4. EMPLOYER'S OBLIGATIONS

- **1.4.1.** Organize employees' labor;
 - **1.4.2.** Create working conditions for employees within the requirements of current labor legislation, other regulatory documents, and the labor contract;
 - **1.4.3.** Pay employees timely and in full according to the labor payment terms established in the Organization for the work performed;
 - **1.4.4.** Maintain labor and production discipline and occupational safety at the prescribed level and continuously improve these indicators;
 - **1.4.5.** Ensure the exercise of employees' rest rights provided by legislation, collective agreements, and labor contracts, and guarantee payment of leave and compensations in the established order;
 - **1.4.6.** Compensate the employee for damages incurred while performing their labor duties in accordance with established procedures;
 - **1.4.7.** Respect the rights of employees' authorized bodies and regularly assist their activities aimed at improving labor relations and discipline within the Organization;
 - **1.4.8.** Update changes in employee survey data in the T-2 form card when changes occur.
-

1.5. EMPLOYEES' OBLIGATIONS

- **1.5.1.** Perform their official duties conscientiously and fully;
- **1.5.2.** Strictly observe labor discipline, perform the tasks and instructions assigned by the employer on time, qualitatively, and accurately, as set out in service and position instructions and in the employer's orders;
- **1.5.3.** Fully comply with occupational safety, technical safety, environmental protection, and industrial sanitary and hygienic rules;
- **1.5.4.** Take care of all working tools and property of the Organization assigned to them in the prescribed manner;
- **1.5.5.** Maintain polite relations with colleagues, clients of the Organization, and other persons involved in the work process, protect the reputation of the team, and not harm the Organization's commercial standing;

- **1.5.6.** Resolve conflicts arising in the application of these Rules through direct negotiations with the employer or through authorized labor bodies acting as mediators;
- **1.5.7.** Notify the personnel department within 7 days of changes in the employee's family status, place of residence, or education (e.g., birth of a child, graduation), providing relevant supporting documents through responsible persons at the workshop or directly.

II. PROCEDURE FOR CONCLUDING, AMENDING, AND TERMINATING THE LABOR CONTRACT

2.1. Hiring

- Hiring is carried out by the employer or another authorized official with a special power of attorney.

2.1.1. Hiring in the Organization is done based on the “Regulations on Announcing and Conducting Selection for Vacant Positions,” approved by the employer in agreement with the trade union committee (Annex 3 of the Collective Agreement).

2.1.2. Types of labor contracts:

- Indefinite term;
- Fixed term, not exceeding three years;
- For the duration of a specific task.

If the contract duration is not specified, it is considered an indefinite-term contract.

An indefinite-term contract cannot be changed to a fixed-term or task-specific contract without the employee's consent.

2.1.3. Fixed-term contracts and contracts for specific tasks (up to three years):

- The Chairman of the Management Board, sector deputies, head of accounting – chief accountant can conclude contracts up to three years.
- Contracts for a fixed term or specific task are allowed in the following cases where indefinite contracts are not possible:

- a) When the work has objective reasons limiting its duration (seasonal work, construction, etc.);
- b) With pensioners – for up to one year;

- c) Scientific and scientific-pedagogical workers – for the duration of scientific and research work;
- d) Temporary replacement of an employee who is on leave (sick leave, maternity leave, qualification improvement, election to a position, study leave, etc.) – until the employee returns;
- e) Foreign citizens legally entering Uzbekistan with a permit for labor activity, valid for the permit duration (exceptions as per legislation);
- f) Individuals participating in paid community work – up to three months;
- g) Alternative service workers – until completion of their service;
- h) Young specialists whose education contract is paid by the organization – up to three years.

i) With materially responsible persons – for a period of up to one year;
Other periods may be established in cases provided by law.

2.1.4. A person entering employment submits the following documents to the HR department:

- Passport or a document replacing it, or an identification ID card; persons under sixteen years of age submit a birth certificate or identification ID card;
- Labor book certified at the last place of work in paper form or a copy from the electronic labor book, except for persons entering employment for the first time. Persons employed based on substitution submit a certificate of the established form from the main workplace instead of a labor book;
- Military ID or certificate of military registration for those liable for military service or conscripted;
- Diploma of higher or secondary specialized vocational education; if the job requires special knowledge or special training, a certificate (certificate) or other relevant document confirming the right to perform this work is submitted at the time of employment;
- Taxpayer identification number;
- Individual identification number (if available);
- Pension savings book, except for persons entering employment for the first time.

The employer:

- Must issue labor books to persons entering employment for the first time who have worked for more than five days and to those previously employed for whom keeping labor books is not provided by law;
- Must take measures to register employees who have not previously been registered in the funded pension system.

It is prohibited to require documents from a person entering employment that are not stipulated by this Code or other legislative acts at the time of hiring.

2.1.5. After employment, the employee must submit to the accounting department within 3 days a certificate of salary from the previous workplace, or if previously unemployed, a certificate from the local government authority confirming unemployment.

2.1.6. Requesting documents from foreign citizens and employing them is carried out in accordance with the requirements of the Regulation approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated March 25, 2019, No. 244 “On the procedure for attracting foreign labor and using it in the Republic of Uzbekistan.”

2.1.7. Employment is formalized by an order of the employer. The basis for issuing the order is the labor contract concluded with the employee. The employment order is issued fully in accordance with the content of the labor contract.

The order is communicated to the employee and a receipt is obtained. Copies of the order are sent to the structural unit. Employee data is entered into the “1-S” and “Personnel” software databases.

Responsibility for timely conducting the employee through fire safety, workplace, as well as labor protection and labor discipline briefings lies with the head of the structural unit and the person responsible for maintaining the attendance log.

2.2. The following persons:

- a) employees called up for military service and released to the reserve (if they apply to the employer within three months at the latest);
- b) persons elected to elective positions in state bodies;

v) Persons in need of social protection and those who have difficulty finding a job;

g) Other persons for whom the contract payment is made by the enterprise, as well as those who have signed an agreement with the Employer regarding future employment;

d) Persons proposed by the employer – preferential employment (to vacant, preserved, or previously reserved job positions) is guaranteed.

2.2.1. An employee called up for military service who, after being released to the reserve or retired from the Armed Forces of the Republic of Uzbekistan, the Ministry of Internal Affairs, the State Security Service, and the Ministry of Emergency Situations, and who applies to the employer for employment within three months from the day of release, is preferentially provided with a job at their previous

workplace (department, workshop). If there is no vacant position at the previous workplace, the employee is employed in another structural unit taking into account their specialty.

2.2.2. Employees dismissed due to election to elective positions in state bodies or representative organs are reinstated to their previous job (position) after their term ends. If such a job (position) does not exist, a job (position) equal to the previous one is provided.

2.2.3. Employment of persons in need of social protection, those having difficulty finding jobs, and those unable to compete equally in the labor market is carried out in accordance with the Law of the Republic of Uzbekistan dated October 20, 2020 (effective from January 21, 2021) No. ORQ-642 "On Employment of the Population," Article 95 of the Labor Code, and the Regulation approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 965 dated December 5, 2017, "On the procedure for determining and reserving a minimum number of jobs for employment of persons in need of social protection, those having difficulty finding jobs, and those unable to compete equally in the labor market," as well as these Rules. Employment of such persons is independently carried out by the Employer based on referrals from the Dehqonobod District Employment Assistance Center for this category of persons. The HR department, together with the Labor Organization and Payroll department, ensures that at least 25% of jobs planned annually by the Dehqonobod district hokim's decree for socially protected and job-seeking persons are reserved in advance by the end of each quarter of the reporting year.

2.2.4. Other persons for whom the contract payment is made by the enterprise, as well as those who have signed an agreement with the Employer regarding future employment – young specialists – are employed in vacant job positions according to tripartite (or bipartite) agreements concluded between the educational institution, student, and enterprise. The labor contract with the young specialist is concluded for a fixed term not exceeding three years, as specified in the tripartite agreement. The HR department, in cooperation with the Labor Motivation and Payroll department, ensures the advance reservation (vacancy preservation) of job positions for young specialists whose contract payments are made by the enterprise in the year they graduate.

2.2.6. Managerial employees proposed by the employer, as well as highly qualified specialists or persons in need of social protection, are employed in the offered

position if they submit a written consent (application) to the Employer within two weeks from the date of the offer.

2.3. Employment is not allowed in the following cases:

- a) If the documents listed in clause 2.1.4 of these Rules are incomplete;
- b) If the applicant is under 15 years of age;
- c) Persons who have not undergone a medical examination in cases prescribed by law, as well as persons whose health condition, according to medical conclusion, does not allow them to perform the job;
- d) Persons deprived by court verdict of the right to hold certain positions or engage in certain activities prohibited by the court;
- e) If the job of materially responsible persons is directly subordinate to or controlled by one another, close relatives (parents, siblings, children, spouses, as well as the parents, siblings, and children of spouses) are not allowed to be employed simultaneously;
- f) In other cases prescribed by law.

2.4. Applications for employment from individuals, as well as applications from legal entities regarding the employment of specific persons, are considered in accordance with the procedure and deadlines established by the Law of the Republic of Uzbekistan No. ORQ-445 dated September 11, 2017, “On Applications of Individuals and Legal Entities.” Employment shall be refused in the following cases:

- When there is no vacant job position (except for occupied positions);
- When there is no vacancy available for the specialty requested by the applicant (except for occupied positions);
- When the applicant’s specialty does not correspond to the required job (specialty) (except for occupied positions);
- When the applicant is deprived by court ruling of the right to hold certain positions or perform certain duties;
- In cases prescribed by law or on other valid grounds.

A written refusal must be sent to the applicant within three days. Unlawful refusal to employ is prohibited.

2.5. According to Article 123 of the Labor Code of the Republic of Uzbekistan, the Employer may, on their own initiative or due to an increase in applications from individuals or production necessity, introduce a selection procedure before concluding an employment contract in order to fill vacant positions with qualified specialists.

The selection shall be conducted in accordance with the Regulation on

“Announcement and Conduct of Competition for Vacant Positions.” The results of the selection must be communicated in writing to the applicant within three days.

2.5.1. For the position of Security Guard (Senior Guard) in the organization, persons of male gender who are under 30 years old, at least 175 cm tall, and who have completed military service are hired (in special cases, women may be employed). The Employer has the right to select such persons through a competitive selection based on physical and special training. The conditions of the competition are set by the Employer or by the sector deputy heads of the supervisory management authority for this field. Employment is carried out in accordance with the rules set forth in clause 2.1 of the IMTQ (Labour Code).

2.6. The employment of contractors is carried out in accordance with the Decree No. PF-3706 of the President of the Republic of Uzbekistan dated January 5, 2006, “On measures to promote cooperation expansion between large industrial enterprises and contractors in production and services,” Resolutions No. 4 dated January 11, 2006, and No. 146 dated July 1, 2008, of the Cabinet of Ministers, and based on the consent of “O‘zbekimiyosanoat” JSC.

2.7. As a disciplinary sanction (Article 312 of the Labor Code), employees dismissed for guilty actions (paragraphs 4-5 of Article 161 of the Labor Code) shall not be re-employed for three years. The re-employment of employees whose labor contracts have been terminated on other grounds shall be considered in the general procedure (without privileges).

2.8. At the time of employment, a probationary period clause may be included in the labor contract. If such a clause is included, the probationary condition shall be reflected in the employment order.

2.8.1. The probationary period may be set for a period not exceeding three months. The exact duration of the probationary period (within three months) is determined by agreement between the parties to the labor contract. During the probationary period, either the employer or the employee has the right to terminate the labor contract with a written notice to the other party at least three days in advance. In this case, the employer must have reliable evidence of unsatisfactory performance. The employee is not obliged to explain the reasons for refusal to continue working.

2.8.2. If neither party submits a termination statement before the end of the agreed probationary period, the contract shall continue to be valid. Periods during which the employee is absent for valid reasons (temporary incapacity

for work, participation in military training, donor duties, participation as a court advisor, etc.) are not included in the probationary period.

2.8.3. A labor contract may be concluded with a probationary condition for the following purposes:

- To check the employee's fitness for the assigned work;
- For the employee to decide on the advisability of continuing the work specified in the labor contract.

Passing the probation must be agreed upon in the labor contract. If such an agreement is not made, the employee is considered employed without a probation period. Pregnant women, women with children under three years of age, persons employed to fill the minimum number of jobs designated for the enterprise, graduates of secondary specialized vocational education institutions, as well as higher education institutions, who are employed for the first time within three years from the date of graduation, and employees hired under a labor contract for a period of up to six months, are not subject to a probationary period.

2.9. Employees of the personnel department must, no later than seven days, introduce the employee to the personal sheet form T-2, ensuring the employee signs it.

2.9.1. Orders on employment based on substitution or information about working by substitution in another enterprise are entered as records in the work period section in the YAMMT IDAK system.

2.10. The terms of employment may be changed by the employee or employer in the following cases and procedures:

2.10.1. The employer may change the terms of employment in case of changes in technology, production and labor organization, reduction in work volumes, changes in the number of employees (staff), or changes in work methods. The employee must be notified in writing at least two months in advance, with a receipt obtained, about the changes in the employment terms. This period can be shortened only with the employee's consent.

In such cases, termination of the labor contract is allowed only if the following inevitable conditions exist:

- a) if the employee refuses to continue working under the new working conditions;
- b) if the enterprise cannot fully maintain the previous working conditions.

2.10.2. The employee has the right to request changes to the labor contract in writing in cases stipulated by law (e.g., upon the request of a pregnant woman or a woman with a child under 14 years old (or a woman with a disabled child under 16 years

old), to set a full or reduced working day or week, to reduce production norms for pregnant women based on medical opinion, or for disabled persons according to the recommendations of the Medical and Social Expert Commission (VTEK), etc.). The employer must consider the employee's request within three days after it is submitted. If the request is refused, the employer must inform the employee of the reasons for refusal.

2.11. The employer may transfer the employee to another permanent or temporary job only with the employee's consent, except in cases of production necessity.

2.11.1. The list of production necessities under which the employer may transfer an employee to another job is specified in the Collective Agreement.

2.12. By mutual agreement, both at the time of employment and afterwards, the employee may agree to perform additional duties related to other professions (positions) on a substitution basis, to expand the service area, or to increase the volume of work (hereinafter — performing multiple professions on a substitution basis).

The employee performs these duties during the time allocated for their primary job. The procedure for performing these duties and the amount of remuneration are determined by agreement between the parties and the Collective Agreement. Performing multiple professions for a fixed period is formalized by the employer's order upon the employee's application agreed with the heads of structural units. Performing multiple professions on an indefinite basis (permanent) is specified in the labor contract and formalized by the employer's relevant order.

2.13. The employee has the right to terminate the labor contract at any time:

- The employee must notify the employer in writing about their intention to terminate the labor contract by submitting an appropriate application to the personnel department or the head of the structural unit (workshop, department) two weeks in advance;
- The application submitted to the head of the structural unit must be forwarded to the employer without delay the next day after it is received;
- The application must be registered on the day it is received by the office. Regardless of whether it is registered properly, the notification period starts from the day following the submission.

2.14. If the employee's application is due to absolutely valid reasons preventing continuation of work, it must be submitted to the employer on the day it is given, and the employer is obliged to terminate the labor contract within the period specified in the application.

Excusable reasons include the following:

- a) enrollment in educational institutions;
- b) retirement;
- c) election to an elective position;
- d) the employee's or their close relatives' health condition requiring care, as confirmed by medical conclusions issued by the Medical and Social Expert Commission (VTEK) or Medical Commission (VKK);
- e) other excusable reasons that prevent continuation of the work.

2.15. The legally established notice period can be shortened by agreement between the employee and the head of the enterprise (or another authorized official who has the right to terminate the labor contract). This must be reflected in the employee's application, indicating the exact termination date, and with the appropriate consent of the authorized person.

2.16. The employee has the right to submit the application for termination of the labor contract at any time, including during periods of temporary incapacity for work, vacation, business trips, and so forth. All such periods are included in the notice period for termination of the labor contract.

2.17. During the notice period, the parties continue to perform the terms of the labor contract as usual. The employee retains the right to withdraw the termination application during the notice period.

2.18. A fixed-term or task-specific contract may be terminated at the end of the contract period by mutual agreement, either on the expiration date or within seven calendar days after it expires. The seven-day period starts the day after the contract expires. If the last day falls on a non-working day, the deadline is postponed to the next working day.

2.19. The employer may terminate indefinite or fixed-term contracts before their expiration date on the following grounds:

- changes in technology, production and labor organization, reduction in work volumes, changes in staff numbers or work methods, or if the enterprise is liquidated according to established procedures;
- the employee's knowledge, skills, or experience are insufficient, or the employee's physical health is poor, resulting in inability to meet the job requirements;
- the employee's culpable misconduct.

In addition to the above, termination by the employer's initiative is also allowed when dismissing substitutes (or in relation to hiring non-substitute employees), or due to restrictions on substitution work as stipulated in the labor contract.

2.20. Except for the following cases, the consent of the trade union committee must be obtained for termination of the labor contract by the employer's initiative:

Due to the termination of the organization (or its separate division) by decision of its founders (participants) or the authorized body of the legal entity according to the founding documents;
Based on any of the grounds stipulated in the second part of Article 161 of the Labor Code with the head of the organization or the head of a separate structural division;
Due to the change of ownership of the organization in accordance with subparagraph 1 of the first part of Article 489 of the Labor Code with the head of the organization, their deputies, chief accountant, and the head of a separate division of the organization.

The trade union committee must notify the employer in writing within ten days from the date of receipt of the written submission from the official authorized to terminate the employment contract about the decision on consenting to the termination of the employment contract with the employee.

If the trade union committee does not notify the employer about the decision within the specified period, the employer has the right to terminate the employment contract with the employee without the consent of the trade union committee in accordance with the procedure established by the Labor Code.

The employer has the right to terminate the employment contract no later than one month from the date the trade union committee's consent decision was made.

2.21. The employer is not allowed to terminate the employment contract unilaterally in the following cases:
a) during temporary incapacity for work;
b) while the employee is on leave as provided by labor laws or other regulatory legal acts (this rule does not apply in case the enterprise is fully liquidated in accordance with the established procedure);
c) except for cases where the enterprise has been completely liquidated and employees have been compulsorily placed in other jobs;
d) employment contracts with pregnant women and women with children under three years old.

2.22. In addition to the general procedure, the employer must obtain permission from the local labor authority when terminating employment contracts at their initiative with:

- persons under 18 years of age;
- persons elected to representative bodies and not exempted from production activities;
- persons elected to representative bodies within two years after their elected powers have expired.

2.23. The employer is obliged to notify the employee in writing (with signature confirmation) about the intention to terminate the employment contract within the following periods:

- a) at least two months in advance if the contract is terminated due to changes in technology, production and labor organization, reduction in workload, changes in the number of employees (staff), or changes in the nature of work, or due to liquidation of the enterprise;
- b) at least two weeks in advance if the contract is terminated because the employee's qualifications are insufficient or due to health reasons making the employee incapable of performing the work.

By agreement between the employee and employer, the above notification periods under points a) and b) may be replaced with corresponding paid compensation.

If, according to medical conclusions, the work is unsuitable for the employee's health, and the employment contract is terminated due to the employee's inability to perform the job for health reasons, the notification period under point b) is not applied; in such cases, the employee must be paid compensation equivalent to two weeks' wages.

When an employment contract with an employee is terminated due to a change of the organization's ownership, the new owner is obliged to notify the employee in writing (with signature confirmation) at least two months in advance about the future termination of the employment relationship or to pay corresponding compensation.

If the employment contract is terminated due to the employee's guilty actions, the employer must notify the employee at least three days in advance about the termination of the employment relationship or pay corresponding compensation.

During the notification period, except in the case of notification due to the employee's guilty actions, the employee has the right not to come to work at least one day per week with pay preserved for that time to look for another job.

The period of temporary incapacity for work and the time the employee performs state or public duties are not included in the notification period, except when the employment relationship is terminated due to the liquidation of the organization.

The employer must provide timely information to the relevant trade union body at least two months in advance regarding the possibility of mass layoffs and carry out advisory work aimed at mitigating the consequences of such layoffs. The employer must also inform the local labor authority at least two months in advance about the upcoming layoffs, specifying each employee's profession, specialty, qualifications, and salary.

2.24. The employer has the right to terminate the employment contract due to the employee's inexcusable guilty actions based on the following grounds:

- regular violation of labor duties;
- a single gross violation of labor duties.

2.25. The following are considered single gross violations of labor duties that justify termination of the employment contract:

2.25.1. a) Failure to ensure the implementation of tasks set forth in decrees, resolutions, and orders of the President of the Republic of Uzbekistan, resolutions and orders of the Government of the Republic of Uzbekistan, resolutions and orders of local state authorities, and decisions, orders, and instructions of the Management (Board) of "Uzkhimyo sanoat" JSC;

b) failure or refusal to comply with lawful orders, instructions, and task statements of the employer.

2.25.2. Unexcused absenteeism ("progul") (absence from work during working hours without valid reason) or leaving the workplace for more than three hours during working hours without permission;

2.25.3. Coming to work under the influence or consuming alcoholic beverages, narcotics, or toxic substances at the workplace, confirmed by witness testimonies or medical conclusions;

2.25.4. Theft of property or material goods belonging to the organization, employees, or temporarily working in the community area, regardless of quantity, committed at the workplace.

2.25.5. The employee violates labor duties, occupational safety and health rules, as well as environmental protection requirements, resulting in endangering their own life or the lives of other workers or causing accidents;

- 2.25.6. During work, the employee's improper actions cause a gross disruption of technological processes, leading to a decrease in production volume or deterioration of product quality, causing economic damage to the workshop (organization) amounting to 30 or more times the base calculation amount;
- 2.25.7. Disclosure of internal commercial, service secrets, and scientific-technical "know-how" by employees who are obliged to keep confidentiality under the employment contract;
- 2.25.8. Guilty actions committed by an employee responsible for cash or material assets, if such actions cause loss of trust by the employer;
- 2.25.9. Abandonment of the assigned post by an employee of the security service;
- 2.25.10. Violation of official duties by heads of the security service (chief, deputy, shift supervisor, senior guard);
- 2.25.11. Sleeping at the workplace;
- 2.25.12. Gambling, playing cards, chess, checkers, backgammon, or other games on the premises or at the workplace;
- 2.25.13. Fighting, quarrels (grabbing, fistfights, shouting abusive words), knowingly spreading rumors that disgrace colleagues and management, slandering, insulting colleagues or supervisors, spreading gossip, engaging in shameful actions contrary to the national customs that harm individuals' dignity at the workplace or on the organization's territory;
- 2.25.14. Conducting propaganda against state policy, the constitutional system, and social stability;
- 2.25.15. Unauthorized (unjustified) disabling (disruption) of fire extinguishing systems, alarms, and communication devices;
- 2.25.16. Forgery of medical certificates, sick leave notes, or other official documents by the employee or knowingly presenting forged documents;
- 2.25.17. Issuing orders by officials to operate technological regimes, machinery, and equipment under conditions violating technical regulations;
- 2.25.18. Illegal appropriation of the organization's material and financial assets;

2.25.19. Attempting to enter the organization's territory under the influence of alcoholic beverages or attempting to bring alcoholic beverages onto the premises;

2.25.20. Unjustified stopping or parking on roads during the transportation of raw materials (silvinite ore, technical salt) to the processing complex and tail salt from the processing complex to the transport complex, as well as dumping cargo in unauthorized places;

2.25.21. Embezzlement of diesel fuel, i.e., intentional damage to the speedometer or special seal (plomb) installed on the fuel tank of the vehicle belonging to the transport workshop, as well as devices controlling fuel consumption and travel route (GPS), and also damaging the hour meters (sensors) of the loader and bulldozer, siphoning diesel fuel from the tank, deviating from the specified route, falsifying travel documents, or otherwise embezzling diesel fuel.

2.25.22. Intentional or negligent driving by the driver of a vehicle operated by the transport service (ATS), as well as causing a road traffic accident resulting in material damage to persons or the vehicle under their control exceeding five times the base calculation amount.

2.26. Repeated violation of labor duties by an employee means that within one year from the date the employee was subjected to disciplinary or material liability or other measures provided by labor laws and other normative documents for violating labor duties, the employee commits repeated disciplinary misconduct.

2.27. The order for terminating the employment contract shall specify the grounds for termination, citing the relevant clause and article of the Labor Code or other normative legal acts.

2.28. When the employment contract is terminated at the initiative of the employee due to valid reasons specified in clause 2.19 of these rules or for other reasons related to granting certain privileges and benefits provided by law, the order for terminating the employment contract shall indicate these reasons.

III. ENSURING LABOR DISCIPLINE AND LIABILITY

3.1. In the organization, the concept of labor discipline includes compliance with labor legislation, the terms of the collective agreement, these Rules, and regulations on technological discipline, labor protection, safety techniques, industrial sanitation, as well as the terms of the employment contract concluded with each employee, and other local documents of the organization.

3.2. The employer may use the following forms of incentives based on the "Regulations on Employee Rewards":

- a) Expressing gratitude;
- b) Awarding a monetary bonus;
- c) Awarding a commemorative gift;
- d) Inclusion in the list of reserve managerial staff formed in the organization;
- e) Promotion of the employee's position;
- f) Awarding the title of Best Profession (Skill) Holder in the Organization, according to the "Regulations on Awarding the Title of Best Profession (Skill) Holder of the Year";
- g) Reducing the validity period of a previously imposed disciplinary sanction or completely removing it before the expiry date;
- h) Awarding the Organization's honorary badge;
- i) Incentives according to the "Regulations on Incentivizing Employees Actively Participating in the Preparation and Delivery of Metal Scrap."

3.2.1. Incentives are granted by the employer's order. The following primary documents serve as the basis for awarding an employee or a group of employees:

- The employer's oral or written instructions (orders);
- Written requests (official letters, reports, notifications, etc.) addressed to the employer from deputy heads of management and heads of structural units according to directions;
- Minutes of meetings of labor collectives of structural units;
- Recommendations from the trade union committee or other representative bodies of the labor collective;
- Decisions and instructions recorded in the resolutions of meetings held by the head of management or deputy heads on production and other issues.

3.2.2. Employees may be nominated for state awards for their special services to society and the state in the field of labor.

3.2.3. In the organization, wages, bonuses, additional payments, premiums, and other payments provided in the wage system are not considered types of incentives. The issue of paying bonuses to employees who are under disciplinary sanctions during the sanction period is resolved based on the relevant Regulations on Rewards.

3.2.4. During the period of validity of a disciplinary sanction, incentive measures, including bonuses not included in the wage system and those not based on labor results (such as bonuses for holidays, including professional holidays, anniversaries, etc.), are not applied to the employee.

3.3. For violating labor discipline established in the enterprise, the employer has the right to apply the following disciplinary measures to the employee:

- Reprimand;
- Fine not exceeding fifty percent of the average monthly salary;
- Termination of the employment contract.

3.4. Cases of violation of labor, execution, and production discipline, as well as violations of labor protection, safety engineering, sanitary-hygiene, and fire safety rules, are investigated by the following departments and services. They submit proposals to the employer for applying disciplinary or financial sanctions as provided by the Labor Code, enterprise internal labor regulations (Nizom), or other internal local documents:

- Violations of production discipline and cases indicated in clauses 2.25.6 and 2.25.17 of these Rules — Production Coordination Department;
- Threats to the duration of working hours such as absenteeism (“Progul”), late arrival, unauthorized leaving of the workplace, and cases indicated in clauses 2.25.2, 2.25.9, and 2.25.10 — HR and Labor Protection Department;
- Cases indicated in clauses 2.25.1, 2.25.3, 2.25.4, 2.25.7, 2.25.8, 2.25.13, 2.25.14, 2.25.16, 2.25.18, 2.25.19, 2.25.20, and 2.25.21 — Legal Service;
- Violations of labor protection, safety engineering, industrial safety, sanitary-hygiene, and fire safety rules, as well as cases indicated in clauses 2.25.5, 2.25.11, 2.25.12, and 2.25.15 — HR, Safety Engineering, and Sanitary-Hygiene Departments.

Employer's Rights and Disciplinary Procedures

- The employer has the right to form a commission and conduct an official investigation to examine the situation.
- Before applying disciplinary action, the employee must be asked to provide a written explanation.
- Refusal to provide a written explanation does **not** prevent disciplinary action.
- If the explanation letter is not written, a protocol with at least three employees participating is prepared.
- Only one disciplinary sanction can be applied for each misconduct.
- The period of validity for disciplinary sanctions cannot exceed one year from the date the sanction is applied.
- If within one year the employee is not subjected to another disciplinary action, the previous sanction is considered void, but no official order to remove the sanction is issued.

- The employer may remove the disciplinary sanction early on their initiative, upon the direct supervisor's request, the trade union's request, or the employee's request, but not earlier than one year. This removal must be formalized by an employer's order.
- When applying disciplinary sanctions, violations of the employee's financial liability are also considered. The employee may be held financially liable in accordance with legislation in addition to disciplinary measures.
- Other measures, in addition to disciplinary sanctions, such as warnings, partial or full deprivation of periodic or final bonuses, deprivation of seniority bonuses, etc., may be applied.
- Officials violating labor laws and financial liability conditions may face administrative or criminal liability according to the law.

Working Hours and Rest Periods

- The time during which the employee must fulfill their labor duties according to these Rules, shift (rotation) schedules, and employment contract terms is considered working time.
- The organization determines work schedules and durations based on the nature of the work, team opinion, and established weekly and monthly norms through shift schedules.

Working Time Schedule

Category of Employees	Work Start	Lunch Break	Work End	Notes
Employees working a 5-day, 8-hour day	8:00	12:00 - 13:00	17:00	
Persons under 18 and disabled groups I & II	9:00	12:00 - 13:00	17:00	Work one day per week for 8 hours
Persons under 16	9:00	12:00 - 13:00	15:00	On Fridays work until 14:00

Reference to Article 478

- Article 478 relates to the daily work duration (shift length) for employees working in difficult labor conditions.

Work Duration for Employees in Difficult Working Conditions

- For employees working in **difficult labor conditions**:

- In a **six-day workweek**, the daily shift must not exceed **6 hours**.
- In a **five-day workweek**, the daily shift must not exceed **7 hours 30 minutes**.
- For a **30-hour six-day workweek**, the daily shift must not exceed **5 hours**.
- For a **30-hour five-day workweek**, the daily shift must not exceed **6 hours**.
- For a **24-hour six-day workweek**, the daily shift must not exceed **4 hours**.
- For a **24-hour five-day workweek**, the daily shift must not exceed **5 hours**.

Additional Work Time Rules

- Employees working in **continuous production systems** have consolidated work hours.
- If monthly work time exceeds the norm, additional rest days or double pay are provided.
- An employee's actual presence at the workplace determines start and end of work.
- The employee's punctuality and presence are controlled by the attendance officer and the department head.
- Work time is calculated via attendance records, which must be accurately maintained and signed by responsible persons.

Reduced Work Hours for Certain Groups

- **Under 16 years old**: maximum 24 hours per week.
- **Ages 16-18**: maximum 36 hours per week.
- Persons with **disabilities groups I and II**: maximum 36 hours per week.
- Employees in **extremely harmful or heavy working conditions**: reduced hours as per collective agreement.

Other Work Time Provisions

- Work duration on days before holidays is reduced by **1 hour**.
- Part-time work schedules may be established by mutual agreement between employer and employee.
- Part-time work may be set for:
 - Pregnant women,
 - Women with children under 14 (or disabled children under 16),
 - Caregivers of sick family members, based on law and collective agreement.

- Part-time work does **not** reduce the employee's annual leave or other labor rights and pay is proportional to worked time or output.
- If a proper lunch break time cannot be scheduled, at least **30 minutes** is allocated for meals during working hours.
- For shift work, schedules for shifts, lunch breaks, and rest days are approved by the company's management in agreement with the trade union.

Overtime work beyond the daily working hours (shift) is considered work outside regular working hours for the employee. Employees are prohibited from working two consecutive shifts in a row. Overtime work is allowed only with the consent of the employee. The duration of overtime work should not exceed four hours for each employee over two days (two hours per day in harmful and heavy working conditions) and 120 hours per year.

4.13. The following employees are not allowed to perform overtime work:

- Employees with a 12-hour work shift;
- Employees under 18 years of age;
- Those working in extremely heavy and harmful working conditions.

4.14. Persons under 18 years of age are prohibited from night work, as well as working on rest and public holidays. Disabled persons, pregnant women, and women with children under 14 years of age may be engaged in these types of work only with their consent. Disabled persons are involved in such work only if medical recommendations do not prohibit it. Similarly, pregnant women and women with children under three years of age may be engaged in night work only if they have medical recommendations and give their consent.

4.15. Engaging certain categories of employees to work on rest and public (non-working) holidays is allowed only in emergency situations, with a written order from the employer and in accordance with the collective agreement.

4.16. Payment and compensation for overtime, rest, and public (non-working) holiday work are carried out in accordance with the collective agreement.

4.17. All employees, including substitutes, are entitled to annual leave with job security and average wages preserved.

4.18. The timing of annual leave (basic and additional), payment and calculation procedures, as well as the right to take leave and the work experience required

for granting it, are established in accordance with the legislation and the collective agreement.

4.19. By agreement of the parties, an employee may be granted unpaid leave for up to 3 months.

4.20. Annual basic leave is granted as follows:

- a) For the first year worked — after six months of employment;
- b) For the second and subsequent years — according to the leave schedule.

4.21. Leave must be granted before the end of the working year for which it is due.

Leave can be divided into parts at the employee's written request. One of the leave parts must be at least 12 working days. Leave can be canceled only with the employee's consent. Unused leave is granted either within the current year or carried over to the next year.

4.22. At the employee's request, payment in lieu of annual leave longer than the minimum duration (21 calendar days) is made.

All types of social leave, as well as additional leave for working in unfavorable conditions, special working conditions, and harsh natural and climatic conditions, must be used and cannot be exchanged for payment.

4.23. Annual leave is scheduled and approved before the beginning of the calendar year by the head of the organization in agreement with the trade union committee.

This schedule is updated after six months, taking into account employees newly hired during that period.

The employee must be notified about the timing of the leave at least 15 days before its start.

4.24. Payment for the leave must be made the day before the leave begins. At the employee's request, the leave can be postponed to another period if the employee was informed in a timely manner or if payment for the leave period has not yet been made before the leave start date.

4.25. By agreement between the employee and the employer, if the employment contract is terminated (including due to expiration of its term), the employee may, at their request, be granted annual basic and additional leave before termination of labor relations.

In this case, the end date of the leave is considered the date of termination of the employment contract.

If the employee goes on leave with the condition of subsequent dismissal, and the

legally established or mutually agreed notice period for contract termination has expired, the employee has no right to withdraw the termination notice.

V. RESOLUTION OF DISPUTES BETWEEN THE PARTIES TO THE EMPLOYMENT CONTRACT

5.1. Every employee has the right to protect their labor rights provided by law, these Rules, other local documents of the enterprise, and the employment contract, including protection in court and access to qualified legal assistance.

5.2. An employee who believes their rights have been violated has the right to independently or through the trade union committee submit a verbal or written appeal to the employer.

5.3. A written response is sent to the employee after the appeal has been duly considered.

If the appeal concerns changes in working conditions, the response must be sent to the employee within three days as prescribed by law. In case of disputes between the employee and the employer, or if the employee is dissatisfied with the employer's response, the employee may choose to submit the labor dispute to the Labor Dispute Commission (LDC) or directly to the court, as well as to other authorized bodies responsible for protecting enterprise employees.

5.4. The application submitted by the employee is registered by the LDC secretary and considered no later than 10 days from the day it was submitted, with the participation of the employee. The employee may be absent from the consideration only based on a written request. If the employee fails to attend the commission meeting without a valid reason, the commission may decide not to consider the application, but this does not deprive the employee of the right to resubmit the application.

5.5. Either the interested employee or the employer may appeal the LDC decision within 10 days after receiving a copy of the decision protocol in court.

5.6. An employee has the right to apply to the court or the Labor Dispute Commission (LDC) within the following time limits:

- For disputes regarding reinstatement at work — within one month from the date the employee is handed a copy of the order to terminate the employment contract;
- For other disputes — no later than three months from the day the employee became aware or should have become aware of the violation of their rights;

- For disputes related to compensation for harm caused to the employee's health — there is no time limit for applying to the court.

If these deadlines are missed for valid reasons, they may be restored by the court or the LDC.

VI. FINAL PROVISIONS

6.1. Authorized commissions, structural units, and employees within the scope of these Rules shall be provided with copies of these Rules prepared in booklet form.

6.2. The personnel department of the organization and all heads of systems shall organize familiarization (training) of their employees with these Rules, and the rules established herein shall be included in the set of questions for testing employees' knowledge and skills as well as certification.

6.3. During the validity period of these Rules, any amendments shall be made based on a joint decision of the employer and the trade union committee and approved at the next conference.
