



Protection and guarantees of remuneration in Uzbekistan and Poland

Soyibnazarov Nurmukhammad Abdunazar ugli
LLM alumnus, Pennsylvania State University

ABSTRACT

This article provides a comparative analysis of the legal frameworks governing the protection and guarantees of remuneration in Uzbekistan and Poland. It delves into the intricacies of labor laws, collective agreements, and relevant regulations in both countries to elucidate the rights and safeguards afforded to workers concerning their compensation. By examining the similarities and disparities in the two systems, this article sheds light on the role of remuneration in ensuring fair labor practices, social justice, and economic stability in Uzbekistan and Poland.

ARTICLE INFO

Received: 7th November 2025

Accepted: 6th February 2026

KEY WORDS:

Remuneration, compensation, labor law, protection of wages, guarantees of remuneration, labor rights, collective agreements, employment regulations, wage security, fair labor practices, social justice, economic stability, comparative analysis, labor standards, workers' rights, salary protection, wage disputes, legal framework.

Each person should be paid for in accordance with his or her work. The providence of the payment is protected nearly every labor market as well. It is not a secret that world legal field, international documents, treaties, conventions, covenants play a fundamental role in most of the countries' legislation. The right of employees to receive wages and the implementation of this right equal pay for equal work in higher education, non-discrimination in payment of labor wages, no limitation of the maximum amount of labor wages, are expressed in international legal documents, such as, **Article 23** of the UN Universal Declaration of Human Rights of December 10, 1948, **Article 7** of the UN International Covenant on Economic, Social and Cultural Rights of December 19, 1966. In Republic of Uzbekistan there are also law documents, stating firstly, in the Constitution of Republic of Uzbekistan, adopted in a new edition recently, which regulate the relations between the parties: employer and employee; individual labor relations and social ones related to them on the basis of balancing and coordinating the interests of the parties and the state. For instance, **article 42 of the main law** says that everyone shall have the right to decent work, to free choice of profession and occupation, favorable working conditions that meet the requirements of safety and hygiene, to fair remuneration for work without any discrimination and not below the established minimum wage, as well as the right to unemployment protection in the manner prescribed by law.

The minimum wage will be determined taking into account the need to ensure a decent standard of living for a person. It will be prohibited to refuse to hire women, dismiss them from work and reduce their

wages on the basis of pregnancy or having a child. The lowest wage is 980 thousand Uzbek currency soum(2023). Besides, Labor Code is one of the main legal documents including all the needed normative, such as the remunerations and the guarantees of them. In the following **article 243 of the Labor Code** remarks the definition of wage and to what criteria it is paid to the staff: “Payment for labor is a system of relations between the parties to the labor contract, regulated by the labor legislation, other legal documents on labor, and the labor contract in connection with the establishment of payments by the employer to the employee for his work and their implementation. The amount of remuneration for labor paid by the employer depending on the employee’s qualifications, the complexity, quantity, quality and conditions of the work performed, as well as compensatory payments (additional payments and bonuses with a compensatory nature, including deviations from normal working conditions such additional payments and allowances for working in extreme conditions, working in unfavorable natural and climatic conditions and other payments of a compensatory nature) and incentive payments (additional payments and allowances of an incentive nature , awards and reward payments) are called **wages**. Under normal working conditions, the amount of the monthly salary guaranteed by the legislation, in accordance with the first tier of the Unified Tariff, is the minimum amount of remuneration for an employee who has fully worked out the norm of working hours while performing normal work”. As it is clear, the wages will be given when a staff has done the work defined in the labor contract. And it is divided into two parts: *main remuneration(basic)* and *additional(variable) payments*, both reflect depending on the nature of where to spend and qualities of the work done. When the first one clarifies the major work performed by the tariff rates, the latter is other payments like prizes, compensation and promotions.

When it comes to the fundamental guarantees in the field of remuneration for work of employees, they are stated briefly in the labor legislation:

- ❖ Prohibition of discrimination in the field of labor remuneration;
- ❖ Ensuring that men and women are paid equally for work of equal value;
- ❖ Setting the minimum wage;
- ❖ To strengthen the employer’s obligation to pay for the work performed by employees in accordance with the terms of payment of labor established in legislation, other legal documents on labor, and in the labor contract, *regardless of the employer's financial situation*;
- ❖ Limiting the payment of labor in natura(except in money);
- ❖ Regulation of requirements regarding the procedure and terms of salary payment;
- ❖ Determination of guaranteed amounts of remuneration for working in conditions deviating from normal working conditions (overtime, holidays and non-working holidays, working at night);
- ❖ To ensure the receipt of wages by the employee in case the employer's activity is terminated and he is unable to pay;
- ❖ Determination of state tariffs for the payment of labor for employees of budget organizations;
- ❖ Limiting the amount of deductions from the employee's wages;
- ❖ Prohibiting restrictions on the employee’s free disposal of earned funds, except for cases provided for by law;
- ❖ Ensuring timely payment of wages to employees.

Collective agreements, as well as, internal documents adopted by the employer in accordance with the agreement with the trade union committee may provide for additional guarantees in the field of remuneration of employees compared to those established by law. Most importantly, the terms of payment of wages specified in the employment contract cannot be reduced compared to those specified in the legislation on labor and other legal documents on labor. The terms of payment of wages specified in the collective agreement and internal documents cannot be worsened compared to those specified in the collective contracts.

If we are going to calculate **the minimum wage**, it is, taking into account of the proposals developed by the republic tripartite commission on social and labor issues of the President of Republic of Uzbekistan, mandatory for all employers, regardless of the form of ownership and departmental subordination. *The monthly amount of remuneration for the work* of an employee who has worked out the monthly norm of working hours and performed the labor duties marked in the employment contract cannot be less than the

minimum amount of remuneration for labor established by the legislation. *The minimum amount of hourly remuneration for the work* of an employee who has fulfilled his labor obligations, divided by the average monthly amount of working hours in a six-day work week in the relevant calendar year, **is not allowed to be less** than the minimum amount of remuneration established by the law in one month. It is worth to note that bonuses, salary increases, other incentive payments, as well as overtime work, work at weekends and non-working holidays, night shift payments, district coefficients provided for in the system of labor remuneration salaries and other compensatory and social payments are not included in the minimum wage.

In today's labor legislation, tariffs of wages are crucial and a main factor in measuring the remunerations in Uzbekistan. The tariff system is based on differentiating the wages of different categories of employees. All the employees with variable categories can be an example of this system. Except for that, we have also a non-tariff on labor remuneration system, introduced in **article 251, Labor Code**, defines the salary for the final results of his or her work and the work of the team, and on the basis of the coefficient given to the employee as well. The criteria and norms for evaluating the personal professional achievements of the staff are determined by the employer in accordance with the agreement with trade union committee. One of the obvious forms of the non-tariff system is the commission form of payment for labor. The commission form of labor payment is mainly used for sales departments, employees of the foreign economic service of the enterprise, and advertising agents.

Before starting the protection of remuneration in Polish legislation, it should be mentioned that **Charter of Fundamental Rights of European Union** has an impact on every Member state laws and regulations. There, also defined freedom to choose an occupation and right to engage in work (*article 15*), protection in the event of unjustified dismissal (*article 30*) and fair and just working conditions (*article 31*). For example, "Every worker has the right to limitation of maximum working hours, to daily and weekly rest periods and to annual period of paid leave". Furthermore, part 1 of the **European Social Charter** shows that all workers have the right to a fair remuneration sufficient for a decent standard of living for themselves and their families. As well as **article 4** of the charter explains the contracting parties should recognize the right of employees to a remuneration - giving them and their families a decent standard of living and paying the increased rate of remuneration for overtime work.

Contrasting the Polish labor legislation with that of Uzbekistan, both of them have almost the same principles and normative with some exceptions stated in their Constitutions, labor codes and other legal documents cause they are international standards which were introduced into each nation. **Article 65 of the Constitution of Poland** and Article 10 paragraph 2 of Polish Labor Code specify a minimum level of remuneration for work, or the manner of setting its levels will be clarified by statute. Moreover, employees shall have the right to obtain fair remuneration for work, otherwise, an employee in relation to whom the employer has infringed the principle of equal treatment in employment will have the right to indemnity in an amount not lower than minimum remuneration for work determined under separate provisions. According to the Polish Labor Code, the rules of remuneration will be fixed by the employer, if there is a trade union, the employer will make an agreement with this union about the rules. "Remuneration for work should be fixed in a manner corresponding, in particular, to the type of work performed and qualifications required for its performance, and shall take into account the quantity and quality of the work performed" says **article 78 of the Polish Labor Code**. It is exact that remuneration will be due for work performed, but there are also conditions of non-performance of work, employee has a right to remuneration: even termination of the employment contract by notice the employer may exempt the employee from obligation to perform work until the expired date of notice, during that time the right to remuneration will be retained.

Apart from that, in the period of any non-performance of work, an employee was ready to perform such work but was prevented from doing it by reasons of the employer, the employee will have the right to remuneration according to his/her individual monthly or hourly rate of pay and if this component of remuneration has not been identified in the specification of the conditions of remuneration, 60 % of the remuneration. However, *under no circumstances, may that remuneration be lower than the amount of minimum remuneration for work determined under separate provisions*. The remuneration will be fair to the employee for any stoppage duration which has not been caused by his/her fault. If the stoppage

resulted from an employee's fault, remuneration would not be provided. The employer may, for the stoppage duration, instruct the employee to perform *other appropriate work* for the performance of which the employee shall receive remuneration due to for such type of work, but not however, less than 60 % of the remuneration. If a stoppage resulted from an employee's fault such employee shall have a right to remuneration only for work performed. Remuneration for a stoppage duration *caused by weather conditions* will be given to employees employed to perform work dependent on such conditions if the provisions of law will allow. Should the employee be instructed for the duration of such stoppage to perform other work, he/she will have the right to remuneration in relation to the work so performed. In comparison with **article 265 Labor Code of Uzbekistan**, in the case of non-fulfilment of labor standards and labor obligations due to the fault of the employer, the payment of wages shall be made in an amount *not less than the average wage* calculated in proportion to the time actually worked by the employee. When non-fulfilling of labor standards and labor obligations for reasons beyond the control of the employer and the employee, *at least two-thirds of the tariff rate* (salary) calculated in proportion to the time actually worked by the employee will be retained. If it is done by the employee's fault, payment of the standardized part of the salary will be made in accordance *with the volume of work performed*.

It is known to everybody that if the inadequate performance of work by the employee results in lower quality of the product or of services, his or her payment will be reduced accordingly. **Article 82, PL Code** emphasizes that he/she has a right to remuneration for the repairing the defect in the product or the service but for time of work needed for repair will not be included in remuneration. Speaking of the protection of remuneration for work, employees may not renounce their right to remuneration nor transfer such right to another person, while **article 267 of UZB Labor Code** reflects unsuitable products caused by a latent defect in the processed material, as well as unfit products produced through no fault of the employee, are paid equally with valid products. For a partially defective product made by the fault of the employee, a fee will be paid according to the reduced work prices depending on the *product's level of serviceability*. **No payment will be made** for a completely defective product prepared through the employee's fault.

It is usual that salary will be paid *at least once a month*, at the same day of month fixed in advance (**article 85, Polish Labor Code**). And remuneration for work payable once per month shall be paid in arrears, immediately after the full amount thereof has been fixed, but not later than *within the first 10 days of the next calendar month*. Where the fixed day of payment of the remuneration for work is a rest day, the remuneration shall be paid on the preceding day. Components of remuneration for work due to the employee for a period longer than one month shall be paid in arrears within time limits specified in the provisions of the labor law. Upon demand of the employee, the employer shall make the documents, on the basis of which the remuneration has been calculated, available to such employee. In contrast, **article 253 of Labor Code of Uzbekistan** remarks the terms of payment of wages to employees are determined in the collective agreement or internal document, and in the absence of them, in the terms specified in the labor contract, and cannot be less than once *every 15 days*. Employees are paid monthly wages, as a rule, in two parts (in lump sum and in the amount of the remaining part) with a break of *not more than sixteen days*. The Cabinet of Ministers of the Republic of Uzbekistan may determine certain categories of employees whose wages are paid once a month. If the day of payment of wages falls on a weekend or non-working holiday, wages are paid on the eve of these days. Timely payment and amount of the salary due to the employee should not depend on the execution of other payments and their order. At the request of the employee, the employer must inform him about the calculations and deductions made by the employer during the calculation of the employee's salary.

Deductions are made everywhere when talking about taxes, maintenance payments etc. **article 87 of PL Code** demonstrates some reasons to the deductions be made: maintenance payments, cash advances, pecuniary penalties. And the article refers to that all the deductions above, may not amount to more than one half of the remuneration and together with the deductions, they may not amount to more than three fifths of the remuneration. Compared to **article 269, UZB Labor Code**, it can be seen to somewhat it is in the same situation. In the following cases, regardless of the written consent of the employee, deductions from wages are made:

- 1) to collect taxes and fees;
- 2) for the execution of court decisions and other enforcement documents, as well as for the fulfillment of legal requirements of the competent authorities;
- 3) to compensate the damage caused by the employee to the employer, if the amount of the damage does not exceed the average monthly salary of the employee;
- 4) to collect the fines or penalties;
- 5) for the unused vacation days when the employment contract is terminated before the end of the year in which the employee took vacation.

In conclusion, as employment has been growing up and fighting against unemployment day by day all over the world, the rights of employees, employers and trade unions have been in concern ever than before. Most notably, fair remuneration must be paid for in accordance with the work carried out and guarantees should be proclaimed. In this article, it was attempted to explain the right to remuneration and its guarantees in both Uzbekistan and Poland and some comparative legal data analysis of these two countries' labor legislation.

References:

1. The United Nations Universal Declaration of Human Rights. <https://www.un.org/en/about-us/universal-declaration-of-human-rights>
2. The UN International Covenant on Economic, Social and Cultural Rights. <https://www.ohchr.org/en/instruments-mechanisms/instruments/international-covenant-economic-social-and-cultural-rights>
3. Charter of Fundamental Rights of the European Union, https://www.europarl.europa.eu/charter/pdf/text_en.pdf
4. European Social Charter. [https://www.europarl.europa.eu/RegData/etudes/STUD/2016/536488/IPOL_STU\(2016\)536488_EN.pdf](https://www.europarl.europa.eu/RegData/etudes/STUD/2016/536488/IPOL_STU(2016)536488_EN.pdf)
5. Constitution of the Republic of Uzbekistan <https://lex.uz/uz/docs/-6445145>
6. Constitution of the Republic of Poland <https://www.sejm.gov.pl/prawo/konst/angielski/kon1.htm>
7. The Labor Code of the Republic of Poland <https://www.globalwps.org/data/POL/files/Labour%20Code.pdf>
8. The Labor Code of Republic of Uzbekistan <https://lex.uz/ru/docs/-6257288#-6257549>
9. The commentary of Labor Code of Republic of Uzbekistan.