*Annex X to the decree* *A/86 of the Minister for Family, Labour*

 *and Social Protection* *dated 26 December 2024*

STANDARD EMPLOYMENT CONTRACT TEMPLATE

FOR PART-TIME WORK

Date: No. Ulaanbaatar

This employment contract (*hereinafter referred to as "the Contract*") is made by mutual agreement between ........................... (*name of the enterprise or organization*) (*hereinafter referred to as "the Employer*"), represented by director/chairman ............................(*hereinafter referred to as "the Employer"*), on the one hand, citizen ....................... (*surname*) ................. (*name*) *(hereinafter referred to as “the Employee*”), on the other hand, employer and employee together (*hereinafter referred to as “the Parties”*) based on Labour Law of Mongolia, other relevant laws, internal labour regulations, and internal labour standards on the following conditions.

**One. General Provisions**

* 1. The purpose of this contract is to regulate the employment relations arising when the employer concludes a part-time employment contract as agreed with the employee in accordance with Clause 66.1 of Article 66 of the Labor Law.
	2. A part-time employee is an employee who works fewer hours than a full-time employee.
	3. The contract shall comply with the requirements for employment contracts stipulated in Article 12 of the Labour Law.
	4. The Labour Law, other relevant regulations, and labour standards shall be equally applied to regulate the employment relations with the employee.
	5. The employee shall have the same rights and obligations as a full-time employee, except as explicitly specified in the Labour Law.
	6. Relations concerning occupational safety and health shall be regulated by the Law on Occupational Safety and Health.
	7. Social insurance related relations between the employee and the employer shall be regulated under the social insurance legislations.
	8. Employee’s employment relationship, other issues related to internal labour regulations, and standards not specified in this contract shall be regulated by the Labour Law.
	9. During the implementation of this contract by the parties, the basic principles and fundamental rights of employment and labour relations, as well as any provisions prohibiting discrimination, harassment, violence, and sexual harassment in employment and labour relations shall also be applied as stipulated on the Labour law.

**Two. The main terms of employment contract**

* 1. The employer and employee shall mutually agree on the employee’s duties and responsibilities, the amount of wages, and other employment conditions, and the employment relations shall become effective once the employee starts performing his/her duties;
	2. The employee will work at ....................................(*name of the enterprise or organization*) in the .............................(*name of the structural unit*) as a............................. (*job/position*) and perform the tasks specified in the job description.
	3. The place of work: ……………………..
	4. The employee will work ..... hours per day, ..... hours per week, ..... hours per month (or the total number of working days per week or month can be agreed upon);
	5. Work starts at . . . . . . . . Work ends at . . . . . ..
	6. The monthly /daily/hourly wages of the employee is ..... MNT
	7. The employer shall provide the employee …..… working conditions.
	8. The employee may be hired part-time for temporary duties and shall receive compensation based on the work performed and hours worked.
	9. Appendices containing the job description, provisions on property liability, non-disclosure agreement, and other mutually agreed agreements/terms are an integral part of this contract.

**Three. Additional terms of the contract**

* 1. Employee's base pay, additional pay, overtime pay, and annual leave pay shall be determined and disbursed in accordance with the Labour Law, collective agreements, internal labour regulations and standards.
	2. When dusbursing wages, the employer shall provide the employee with a written or electronic statement about the wage composition, the amount of deductions, their basis, and the net amount paid.
	3. Reduction of a full-time employee's work hours as permitted in legislation shall not be considered as part-time work.
	4. The employee’s non-compete obligations, confidentiality commitments and full property liability shall be resolved based on the internal labour regulations and the Labour Law.

**Four. Rights and obligations of the parties**

* 1. **Employer shall have the following basic rights:**
		1. to amend, cancel, or terminate the contract established with the employee in compliance with the Labour Law and pertinent legislation;
		2. to require the employee to comply with the Labour Law, this contract, internal labour regulations and standards, and the job description, and provide instructions and recommendations;
		3. to reward the employee;
		4. to impose disciplinary sanctions and property liability[[1]](#footnote-1)\* on employees in accordance with applicable legislation;
		5. Хууto obtain necessary information from employees in accordance with applicable legislation;
		6. other rights stipulated by legislation.
	2. **The employer shall have the following basic duties:**
		1. to fulfill obligations under the Labour Law, this contract, collective agreements, and internal labour regulations;
		2. to organize the employee's work optimally and prepare the job description and present it to the employee;
		3. to pay the employee timely remuneration commensurate with their work and provide transparent information on wage structure and policies;
		4. to provide conditions that adhere to the requirements and standards of the Law on Occupational Safety and Health, and is free from discrimination, harassment, violence, and sexual harassment;
		5. to respect the rights, freedoms, legitimate interests, dignity and reputation of the employee, refraining from disclosing the employee’s personal information;
		6. to furnish the employee with the necessary workspace and equipment, tools, documents, and other items essential for the execution of their work and duties, and instruct the employee;
		7. in compliance with the legislation, to offer the employee opportunities for professional development and retraining within the scope of the job description;
		8. to allow employee to be covered by the social protection procedures that are in force within the organization;
		9. to receive feedbacks, requests, and complaints from the employee in writing form and resolve them within the timeframe stipulated by legislation, and provide timely notification of the resolution;
		10. to adhere to the applicable procedures when using monitoring equipment in the workplace;
		11. to explain and notify the employee of the grounds for ending or terminating employment contracts;
		12. other duties and responsibilities as stipulated by legislation.
	3. **The employee shall have the following basic rights:**
		1. to voluntarily conclude, amend, and terminate the employment contract with the employer;
		2. to work in a workplace that complies with occupational safety and health requirements and standards, and receive accurate information regarding it;
		3. to propose the employer and their representatives to improve working conditions and to request their implementation;
		4. to receive a fair salary commensurate with the work and duties performed and the job performance shall be assessed impartially in accordance with the payment procedure;
		5. to avail of an annual leave and obtain personal leave in accordance with the relevant procedures;
		6. to file/lodge a complaint with appropriate authorities in case of a perceived violation of the employee’s right to work and legitimate interests;
		7. to propose amendments and alterations in the contract and submit suggestions, requests and complaints on other matters related to employment relations;
		8. to monitor payment and confirmation (of payment) of social and health insurance premiums, and request to redress incorrect, incomplete, or erroneous entries;
		9. other rights as stipulated by legislation.
	4. **The employee shall have the following basic duties:**
		1. to maintain the organization’s reputation and its employees, to perform the assigned work and duties dilligently and faithfully to the best of one’s abilities and skills;
		2. to adhere to labour legislation, job description, collective agreements; this contract and internal labour regulations;
		3. to adhere to the designated work hours, and utilize them exclusively for the performance of assigned duties;
		4. to be able to perform duties when coming to work, and to abstain from consuming alcohol, narcotic drugs while performing the work and duties, not to inflict harassment, violence or sexual harassment.
		5. to enhance professional qualifications and skills and acquire dual skills when necessary;
		6. to abstain from undertaking any work or services that competes or overlap with organization’s activities unless explicitly authorized to do so by the employer;
		7. to promtly notify the employer of changes to personal information per established procedures;
		8. not to divulge/disclose the organization’s secrets or an individual’s privacy that the employee acquired/obtained while performing their work and duties; and not to utilize the information for any other purpose;
		9. to adhere technological procedures in the of production proceess and follow instructions for the use of equipment;
		10. to promptly inform the employer or the direct reporting supervisor of situations the emergence of situations endangering own or other people’s life and health, and the employer’s property;
		11. to respect employer’s right to exercise its management duties, and execute legitimate instructions from the employer or its representatives promptly;
		12. upon the employer’s request, to furnish accurate information regarding the work and duties performed, and to provide reports on completed tasks;
		13. other duties as stipulated by legislation.

**Five. Cancellation and termination of the employment contract**

* 1. Employment relations may be terminated on the grounds specified in Section 78.1, Article 78 of the Labour Law;
	2. Employment relations may be terminated at the employee’s initiative in accordance with Article 79, or at the employer’s initiative in accordance with Article 80 of the Labour Law.
	3. The employee whose employment relations are terminated is obliged to receive the termination order/notice from the employer. In case the employee does not receive the termination order/notice, it is deemed delivered when it is sent via postal service to the employee's residential address.
	4. Upon completing the employment contract, the employee shall handover his/her work to the Human Resources Officer.

**Six. Miscellaneous**

* 1. This contract shall come into effect upon being signed by the parties.
	2. When the parties agree to amend the contract, two copies shall be made in writing, signed and confirmed, and attached to the contract. Amendments made by the parties to the contract shall hold the same validity as the main contract.
	3. Disputes arising during the conclusion, execution, or termination of empoyment contracts shall be resolved based on the pertinent provisions of the Labor Law.

CONTRACT IS SIGNED BY:

The Employer: The Employee:

…………………/Surname, name/ …………………/Surname, name/

…………………/Signature/ …………………/Signature/ …………………/Name of the organization/ …………………/Registration number/

…………………Director/Chairman

Address:

 Phone number:

1. [↑](#footnote-ref-1)