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

 *and Social Protection* *dated 26 December 2024*

STANDARD EMPLOYMENT CONTRACT TEMPLATE

FOR APPRENTICE

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 that arise from the engagement of the apprentice, who will work alongside the experienced employee to gain work practices and skills, as stipulated in Clause 62.1 of Article 62 of the Labour Law.
	2. The contract shall comply with the requirements stipulated in the legislations related to labour and social protection.

* 1. The Labour Law, other relevant laws, collective agreements and collective bargaining, internal labour regulations and standards shall be equally applicable in regulating the employment relations with the employee.
	2. Employee’s employment relations, as well as other issues related to internal labour regulations and standards not specified in this contract, shall be governed by Labour law.

* 1. During the implementation of this contract by the parties, the fundamental principles and rights at work, as well as any provisions prohibiting discrimination, harassment, violence, and sexual harassment in employment and labour relations, shall also apply as stipulated in the Labour law.

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

* 1. The employer and the apprentice shall mutually agree on the apprentice’s duties and responsibilities, the amount of wages, other employment conditions, and employment shall commence when the apprentice begins executing these duties.
	2. The employee will work at the ....................................(*name of the enterprise or organization*) within.............................(*name of the structural unit*), as ............................. (*job/position*) and perform the tasks specified in the job description.
	3. The place of work: …………………….. (*indicate the place of work*) *For example, Locomotive Driver in* . . .. . . . . . .*Railway Company.*
	4. Position/post of the experienced employee to supervise the apprentice: ……..
	5. Name and surname of the experienced employee to supervise the apprentice: ……...
	6. Skills and experiences to be obtained:

1. .................................................. /For example, the order to follow when welding, documentation skills, etc/

2. ..................................................

3. ..................................................

* 1. The employer shall provide the employee with a workplace that meets the occupational safety and health requirements.
	2. The apprenticeship period shall be ........months/working days. /up to 3 months/.
	3. The contract may be extended once for a period not exceeding three months, subject to mutual agreement between the parties. Any extension shall be formalized through a contract amendment.
	4. A probationary employment contract shall not be concluded with the apprentice.
	5. Unless otherwise mutually agreed, the employer shall not be obliged to hire the apprentice for a permanent position.
	6. 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.
	7. The monthly /daily/ hourly base salary of the employee shall be .................MNT. The base salary of the employee shall not be less than 70 percent of the base salary of an employee performing the same duties.

**Three. Additional terms of employment contract**

* 1. Additional pay, overtime pay, and bonuses applicable to the employee performing the same duties shall also apply to the apprentice, in accordance with law and internal labour standards of the enterprise.
	2. The base salary of the apprentice shall be determined through mutual agreement, considering the tasks to be performed and skills to be acquired.

* 1. When the employer pays the salary, the employer shall inform the employee in writing or electronically about the salary structure, the amount of deductions, the basis thereof, and the amount paid.
	2. The employer may mutually agree with the employee on flexible working hours specified in the Labour Law.

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

* 1. Employer shall have the following basic rights:
		1. to amend, terminate, or extend the contract established with the employee in compliance with the Labour law and relevant legislation. If continued, a formal employment contract shall be concluded for the same position.
		2. to demand the employee to comply with the Labour Law, labour contract, internal labour regulations and standards, and perform duties specified in the job description, and provide instructions and recommendations;
		3. to reward the employee;
		4. to impose disciplinary sanctions and property liability on employee in accordance with the applicable legislation;
		5. Хууto obtain necessary information from employee in accordance with the applicable legislation;
		6. other rights stipulated by law.
	2. The employer shall have the following basic duties:

4.2.1. to fulfill obligations under the Labour Law, collective agreement, internal labour regulations and this employment contract;

4.2.2. to organize the employee's work optimally, prepare the job description, and present it to the employee;

4.2.3. to timely pay the employee compensation in accordance with the work performed and duties, provide the employee with information regarding the organization's wage system and regulations;

4.2.4. to refrain from charging the apprentice any fees in connection with his/her apprenticeship or studies;

4.2.5. not to restrict the apprentice's freedom to choose his/her occupation and workplace and not to impose non-compete conditions;

4.2.6. to ensure the apprentice is offered a position/job that complies with the requirements and standards specified in the Law on Occupational Safety and Health and that is devoid of any form of harassment, violence, and sexual harassment;

4.2.7. to respect the rights, freedom, legitimate interests, dignity, and reputation of the employee, refraining from disclosing the employee's privacy;

4.2.8. to provide 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;

4.2.9. in compliance with the legislation, to provide the employee opportunities for professional development and retraining within the scope of the job description;

4.2.10. to allow employee to be covered by the social security procedures in force within the organization;

4.2.11. 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;

4.2.12. to adhere to the applicable procedures when using monitoring equipment in the workplace;

4.2.13. other duties as stipulated by the legislation.

* 1. **The employee shall have the following basic rights:**

4.3.1. to conclude, amend and terminate the employment contract with the employer on a voluntary basis;

4.3.2. to work in a workplace that complies with occupational safety and health requirements and standards and receive accurate information regarding it;

4.3.3. to request the employer and their representatives to improve working conditions and to demand their implementation;

4.3.4. 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;

4.3.5. to avail of an annual leave and obtain personal leave in accordance with the relevant procedures;

4.3.6. to file/complain with appropriate authorities in case of a perceived violation of the apprentice worker’s rights at work and legitimate interests;

4.3.7. to amend and make alterations in the contract, submit feedback, requests and complaints on other matters related to employment relations;

4.3.8. to monitor payment and confirmation (of payment) of social and health insurance premiums and request to redress incorrect, incomplete, or erroneous entries;

4.3.9. other rights as stipulated by the legislation.

* 1. **The employee shall have the following basic duties:**
		1. to perform the assigned work and duties, faithfully to the best of one’s abilities and skills; while keeping the company’s reputation;
		2. to comply with labour legislation, job descriptions, collective bargaining, collective agreements; employment contracts and internal labour regulations;
		3. to adhere to the designated working time, and utilize the allocated working hours exclusively for the performance of assigned duties;
		4. to be able to perform duties when coming to work, abstain from consuming alcohol, narcotic drugs while performing the work and duties, and 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 those of the organizaion’s activities unless explicitly authorized to do so by the employer;
		7. not to divulge/disclose the confidential information or an individual’s privacy that the apprentice worker acquired/obtained while performing their work and duties; and not to misuse the information for any other purposes;
		8. to adhere to the laws, standards, rules, and regulations pertaining to occupational safety and health, as well as fulfil the duties assigned by the employer in this domain; prevent industrial accidents; utilize work attire and personal protective equipment in the workplace as per provided instructions;
		9. to adhere technological procedures and follow instructions for the use of equipment in the of production process;
		10. to promptly inform the employer or the direct reporting supervisor of situations the emergence of situations endangering the own or other people’s life and health, or the employer’s property;
		11. to respect employer’s right to exercise its management duties, and carry out in a timely and complete manner execute legitimate instructions from the employer or its representatives;
		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 the legislation.

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

* 1. Employment relations shall end under the grounds specified in Clauses 78.1 and 78.3 of Article 78 of the Labour Law;
	2. Employment relations shall end upon the employee’s initiative in accordance with Article 79, and upon the employer’s initiative as per Article 80 of the Labour Law, respectively .
	3. The employee whose employment relations were terminated shall receive the termination 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 registered in the human resources information database.
	4. Upon completing the employment contract, the employee shall hand over his/her work to the Human Resources Officer.

**Six. Miscellaneous**

* 1. This contract shall come into effect upon mutually 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 employment contracts shall be resolved as per the relevant provisions of the Labour 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: