

STANDARD EMPLOYMENT CONTRACT TEMPLATE
FOR PROBATIONARY EMPLOYEE

Date: No. Ulaanbaatar city

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

- 1.1. The purpose of this contract is to regulate the employment relations arising from probationary employment when hiring an employee to verify whether he/she meets the job requirements in accordance with Clause 64.1 of Article 64 of the Labour Law.
- 1.2. The contract must comply with labour and social protection legislations.
- 1.3. The employment relations arising during the probationary period shall be governed equally by the Labour Law, other relevant laws, collective agreement and collective bargaining, internal labour regulations, and internal labour standards.
- 1.4. Employee's employment relations, other issues related to internal labour regulations and internal labour standards not specified in this contract shall be regulated by Labour law.
- 1.5. During the implementation of this contract by the parties, following the Labour Law, 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.
- 1.6. This probationary employment contract shall not be concluded with employees employed for a one-time seasonal work or as a replacement for an absent employee whose position is retained or for temporary job.

Two. The main terms of employment contract

- 2.1. The employer and probationary employee shall mutually agree employee's duties and responsibilities, the amount of wages, other employment conditions, and the employment relations shall commence when the employee begins performing the assigned duties.
- 2.2. The employee shall work at the(name of the enterprise or organization)(name of the structural unit) as (job/position) and perform the tasks specified in the job description, which is attached to this contract.
- 2.3. The place of work:(specify the workplace location) For example, Knitting machine operator of thesewing company, etc.
- 2.4. The monthly /daily/hourly wages of the employee is MNT.
- 2.5. The probationary period is months/ working days. /Up to 3 months./

Three. Additional terms of employment contract

- 3.1. Additional pay, overtime pay, and bonuses applicable to the employee performing the same duties shall also apply to the probationary employee, in accordance with law and internal labour standards of the enterprise.
- 3.2. Article 84 of the Labour Law shall be applied to determine the length of the employee's standard working day, weekly work hours, and maximum limits for daily and weekly overtime works.
- 3.3. The employee's base pay shall not be lower than the base salary of the same position, and additional pay, overtime pay, bonuses, and allowances shall be granted in accordance with the Labour Law.
- 3.4. When the employer pays the employee a salary, the employer shall inform the employee in writing or electronically about the wage composition, deductions, basis for deductions, and the total amount paid.
- 3.5. The employee's non-compete obligations and maintaining confidentiality and full property liability shall be governed by the Labour Law.

Four. Rights and obligations of the parties

4.1. Employer shall have the following basic rights:

- 4.1.1. to amend, cancel or terminate the contract established with the employee in compliance with the Labour law and relevant legislation;

- 4.1.2. to demand the employee to comply with the Labour Law, this contract, internal labour regulation, internal labour standards, and perform duties specified in the job description; and provide instructions and recommendations;
- 4.1.3. to reward the employee;
- 4.1.4. to impose disciplinary sanctions and property liability on employees in accordance with the applicable legislation;
- 4.1.5. to obtain necessary information from employees in accordance with the applicable legislation;
- 4.1.6. other rights stipulated by the legislation;

4.2. The employer shall have the following basic duties:

- 4.2.1 to fulfill obligations under the Labour Law, collective agreements, collective bargaining, and internal labour regulations;
- 4.2.2 to organize employee's work optimally, prepare job description and present it to the employee;
- 4.2.3 to timely pay the employee a remuneration in accordance with the work and duties performed, provide the employee with the information regarding the organization's remuneration system and regulations;
- 4.2.4 to ensure the employee 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;
- 4.2.5 to respect the rights, freedoms, legitimate interests, dignity and reputation of the employee, refraining from disclosing the employee's privacy;
- 4.2.6 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;
- 4.2.7 in compliance with the legislation, to offer the employee opportunities for professional development and training within the scope of the job description;
- 4.2.8 to allow employee to be covered by the social protection procedures that are in force within the organization;
- 4.2.9 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;
- 4.2.10 to explain and introduce to employees about grounds for ending or terminating employment contracts;
- 4.2.11 to adhere to the applicable procedures when using monitoring equipment in the workplace;
- 4.2.12 other duties as stipulated by the legislation;

4.3. The employee shall have the following basic rights:

- 4.3.1. to voluntarily conclude, amend and terminate the employment contract with the employer;
- 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 an annual leave and obtain personal leave in accordance with the relevant procedures;
- 4.3.6. to file/lodge a complaint with appropriate authorities in case of a perceived violation of the employee's right to work and legitimate interests;
- 4.3.7. to amend and make alterations in the contract and offer suggestions, submit requests and voice 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;

4.4. The employee shall have the following basic duties:

- 4.4.1. to perform the assigned work and duties, faithfully to the best of one's abilities and skills while keeping the company's reputation;
- 4.4.2. to comply with labour legislation, job descriptions, collective contract, collective agreements; employment contract and internal labour regulations;
- 4.4.3. to adhere to the designated working time, and utilize the allocated working hours exclusively for the performance of assigned duties;
- 4.4.4. 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;
- 4.4.5. to enhance professional qualifications and skills and acquire dual skills when necessary;
- 4.4.6. 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;
- 4.4.7. notify changes in personal information promptly following established procedures;
- 4.4.8. not to divulge/disclose the confidential information or an individual's privacy that the employee acquired/obtained while performing their work and duties; and not to misuse the information for any other purpose;
- 4.4.9. to adhere to the laws, standards, rules, and regulations pertaining to occupational safety and health, as well as fulfill the duties assigned by the employer in this domain; prevent industrial accidents, utilize work attire and protective equipment in the workplace as per provided instructions;

- 4.4.10. to adhere to technological procedures in the production process and follow instructions for the use of equipment;
- 4.4.11. 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;
- 4.4.12. to respect the 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;
- 4.4.13. upon the employer's request, to furnish accurate information regarding the work and duties performed, and to provide reports on completed tasks;
- 4.4.14. other duties as stipulated by the legislation;

Five. Cancellation and termination of the employment contract

- 5.1. Employment relations shall only be terminated on the grounds specified in Clause 78.1 of Article 78 of the Labour Law.
- 5.2. Employment relations shall be terminated at the employee's initiative in accordance with Article 79 of the Labour Law, as well as at the employer's initiative as per Article 80.
- 5.3. 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 considered to have been received when it is sent via postal service to the employee's residential address.
- 5.4. Upon completing the employment contract, the employee hands over his/her work to the Human Resources Officer.

Six. Miscellaneous

- 6.1. This contract shall come into effect upon being mutually signed by the parties.
- 6.2. 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.
- 6.3. Disputes arising during the conclusion, execution, or termination of labour contracts shall be resolved as per the relevant provisions of the Labour Law.

CONTRACT IS SIGNED BY:

The Employer:

...../Surname, name/

The Employee:

...../Surname, name/

...../Signature/
...../Name of the organization/
.....Director/Chairman

...../Signature/
...../Registration number/

Address:

Phone number: