

STANDARD EMPLOYMENT CONTRACT TEMPLATE
FOR ASSISTANT HERDER

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

- 1.1. The purpose of this contract is to regulate the employment relations arising when the employer engages the assistant herder upon agreement as stipulated in Articles 48, 49, 69 and 112, as well as Clause 71.1 of Article 71 of the Labor Law.
- 1.2. The contract shall comply with the requirements for employment contracts stipulated in Article 12 of the Labour Law.
- 1.3. The Labour Law, other relevant regulations, and labour standards shall be equally applied to regulate the employment relations with the employee.
- 1.4. Assistant herder is a person who agrees to live close by the main herder, work, get paid and perform livestock related works under the main herder's management and supervision. The relations associated with herding other's livestock for remuneration on an individual basis shall be regulated by the Civil Code.
- 1.5. The employer shall be obliged to provide the assistant herder with standard (decent) living conditions if the assistant herder lives and works in the employer's home or accommodation of his/her possession or ownership while working.
- 1.6. Relations concerning occupational safety and health shall be regulated by the Law on Occupational Safety and Health.
- 1.7. The assistant herder shall be voluntarily insured with the insurance provided under Clause 7.7, and 21.23 of the General Law on Social Insurance.
- 1.8. 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

- 2.1. 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.
- 2.2. The employer and their family members shall be responsible for upholding the dignity of the employee, communicating with respect for their legitimate interests, and ensure a workplace free from any discrimination, harassment, or sexual harassment.
- 2.3. The place of work (indicate the location of work duties, whether at the employer's house or premises owned or occupied by the employer).
- 2.4. The monthly /daily/ hourly wages of the employee is MNT
- 2.5. Where an assistant herder accepts, up to 30 per cent of his/her remuneration may be paid in non-monetary form. Non-monetary remuneration may include quality goods, livestock, and other property, valued at no more than the average market prices.
- 2.4. As stipulated by the Labour Law, the employer shall provide the assistant herder with annual leave.
- 2.5. 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 employment contract

- 3.1. Considering the nature of the employee's duties, work and rest hours may be negotiated differently from the standard provisions outlined in the Labor Law.
- 3.2. The work term is . . . months and days. (indicate employee's work duration in months, days or the agreed-upon week days).
- 3.3. Employee's base pay, additional pay, overtime pay, and annual leave pay shall be determined and disbursed in accordance with the Labour Law.
- 3.4. The assistant herder shall not receive tobacco, alcoholic beverages, various drugs, prohibited items, or goods requiring a special license to sell as a non-monetary remuneration.
- 3.5. The employer shall provide the assistant herder with at least one consecutive 24-hour rest period per week.
- 3.6. When disbursing 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.

- 3.7. The employer may improve the basic conditions specified in the Labour Law and re-determine the limit of overtime work and working hours.

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 pertinent legislation;
- 4.1.2. to require the employee to comply with the Labour Law, this contract, to perform duties specified in the job description and provide relevant instructions and recommendations;
- 4.1.3. to reward the employee;
- 4.1.4. to obtain necessary information from employees in accordance with applicable legislation;
- 4.1.5. other rights stipulated by legislation.

4.2. The employer shall have the following basic duties:

- 4.2.1. to fulfill obligations under the Labour Law and this contract;
- 4.2.2. to timely disburse wages in accordance with the work and duties performed, and notify the employee;
- 4.2.3. to provide conditions that adhere the requirements and standards of the Law on Occupational Safety and Health and is free from discrimination, harassment, violence, and sexual harassment.
- 4.2.4. to respect the rights, freedoms, legitimate interests, dignity and reputation of the employee, refraining from disclosing the personal information;
- 4.2.5. 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;
- 4.2.6. 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;
- 4.2.7. to adhere to the applicable procedures when using monitoring equipment in the workplace;
- 4.2.8. to explain and notify the employee of the grounds for ending or terminating employment contracts;
- 4.2.9. other duties and responsibilities as stipulated by 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 propose the employer to improve working conditions and to request 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/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 propose amendment and alteration in the contract and submit suggestions, requests and complaints on other matters related to employment relations;
- 4.3.8. other rights as stipulated by legislation.

4.4. The employee shall have the following basic duties

- 4.4.1. to perform duties diligently and faithfully;
- 4.4.2. to comply with legislation, job descriptions, and terms of this employment contract;
- 4.4.3. to adhere to the designated working hours, and utilize them exclusively for the performance of assigned duties;
- 4.4.4. 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.
- 4.4.5. not to engage in any overlapping work or service unless specifically permitted by the employer;
- 4.4.6. to promptly notify the employer of changes to personal information per established procedures;
- 4.4.7. not to divulge/disclose the employer /assistant herder/'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;
- 4.4.8. to adhere the laws, standards, rules, and regulations on labor safety and health, the duties given by the employer in this area, prevent workplace accidents, use special work clothes and protective equipment in the workplace in accordance with appropriate instructions;
- 4.4.9. to strictly adhere the instructions for the use of home equipment and tools related to animal husbandry;
- 4.4.10. 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;

- 4.4.11. to respect the right of the employer to exercise his duties, to fulfill the duties and tasks given by the employer in a timely manner;
- 4.4.12. upon the employer's request, to furnish accurate information regarding the work and duties performed, and to provide reports on completed tasks;
- 4.4.13. other duties as stipulated by legislation.

Five. Cancellation and termination of the employment contract

- 5.1. Employment relations shall be terminated on the grounds specified in Section 78.1, Article 78 of the Labour Law;
- 5.2. Employment relations may be terminated at the employee's initiative in accordance with Article 79, or at the employer's initiative as per Article 80 of the Labour Law.

Six. Miscellaneous

- 6.1. This contract shall come into effect upon being 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 employment contracts shall be resolved based on the pertinent provisions of the Labor Law.

CONTRACT IS SIGNED BY:

The Employer:

...../Surname, name/
...../Signature/
...../Name of the organization/
.....Director/Chairman

The Employee:

...../Surname, name/
...../Signature/
...../Registration number/

Address:

Phone number: