

Al-Farabi Kazakh National University



**Approved
by the decision of the conference of the
staff of the Non-profit Joint-Stock
Company "Al-Farabi Kazakh National
University" dated May 17, 2022.**

**COLLECTIVE AGREEMENT
between an employer and a team of employees
Non-profit Joint-stock Company "Al-Farabi Kazakh National University"**

Almaty, 2022

1. General provisions

1.1. The collective agreement was concluded between the employer, represented by the Chairman of the Board-Rector of the Non-profit Joint-Stock Company "Al-Farabi Kazakh National University" Tuimebayev Zhansait Kanseitovich and the representative body of employees represented by the chairman of the NGO "Local Professional Union Parasat of employees of Al-Farabi Kazakh National University" Mekebayev T.K.

1.2. The collective agreement was adopted in order to implement the Labor Code of the Republic of Kazakhstan No. 414-V dated November 23, 2015 (hereinafter – The Labor Code of the Republic of Kazakhstan), the Entrepreneurial Code of the Republic of Kazakhstan dated October 29, 2015 No.375-V, the Law of the Republic of Kazakhstan dated May 13, 2003 No. 415-II "On Joint Stock Companies", the Law of the Republic of Kazakhstan dated July 27, 2007 No. 319-III "On Education", the Law of the Republic of Kazakhstan dated February 18, 2011 Year No. 407-IV "On Science", Law of the Republic of Kazakhstan dated June 27, 2014 No. 211-V "On Trade Unions", Law of the Republic of Kazakhstan dated March 01, 2011 No. 413-IV "On State Property", The Law of the Republic of Kazakhstan dated November 18, 2015 No. 410-V "On Combating Corruption" and other legislative acts, the Charter of the Non-Profit Joint Stock Company "Al-Farabi Kazakh National University" (hereinafter - the Company), the Company's Development Strategy and the Charter of the Public Association "Local Professional Union "Parasat" of employees of the Kazakh National University named after al-Farabi" (hereinafter referred to as the Trade Union), regulatory documents of the Company and acts of the employer..

1.3. In accordance with paragraph 1 of Article 157 of the Labor Code of the Republic of Kazakhstan, the development of a collective agreement was carried out taking into account the rules and requirements contained in the General Agreement concluded between the Government of the Republic of Kazakhstan, republican associations (associations, unions) of employers and republican associations (associations, unions) of trade unions for 2021-2023 on March 12, 2021 (hereinafter – General Agreement), the Sectoral Agreement on Social Partnership for the Establishment of working conditions, employment and social guarantees for workers in the field of education and science, concluded for 2021-2023 on February 1, 2021 (hereinafter – An industry agreement) and a Regional Agreement concluded between the Akimat of Almaty, the Territorial Association of Trade Unions "Trade Union Center of Almaty", the Territorial Association of Trade Unions "Almaty Union of Trade Unions" and the Association of Legal Entities "National Confederation of Employers (Entrepreneurs) of the Republic of Kazakhstan" for 2021-2023" on April 16, 2021 (hereinafter – the Regional Agreement).

1.4. The sectoral agreement defines the basic principles and rules of activity of subjects of educational activity, issues of legal regulation of social and labor relations in the education and science system, working conditions of employees in the field of education and science. 1.4. According to paragraph 1.9. of the Industry Agreement, the main provisions of this Agreement are the basis for their inclusion in collective agreements.

1.5. On the basis of paragraph 2 of Article 154 of the Labor Code of the Republic of Kazakhstan, the Sectoral Agreement, as a legal act, applies to state bodies, employers of the industry and employees, and their representative bodies.

1.6. On the basis of paragraph 3 of Article 154 of the Labor Code of the Republic of Kazakhstan, the Regional Agreement applies to local executive bodies, employers and employees, their representatives at the level of the relevant administrative-territorial unit.

1.7. The terms of the Collective Agreement were determined by the parties taking into account the general tasks contained in paragraph 5 of Article 147 of the Labor Code of the Republic of Kazakhstan: creation of an effective mechanism for regulating social, labor and related economic relations; assistance in ensuring social stability and social harmony based on objective consideration of the interests of the parties; assistance in consultations and negotiations between the parties in order to solve social, labor and related economic problems. economic and production tasks; compliance with all possible forms and methods aimed at eliminating the causes of conflicts and labor disputes.

1.8. A collective agreement is a legal act that defines guarantees for the protection of the rights and interests of employees of the Company and the employer, mutual obligations of the parties aimed at solving socio-economic and industrial tasks, the realization of labor rights and freedoms of employees, ensuring labor safety, determining ways to solve joint tasks aimed at determining criteria for quality labor organization and improving its effectiveness.

2. The subject of the collective agreement

2.1. The collective agreement was concluded in order to coordinate the mutual rights, obligations and legitimate interests of the parties, aimed at regulating labor, industrial and socio-economic relations closely related to labor.

2.2 The collective agreement provides, on the one hand, the obligations of the employer, representatives of the employer, aimed at regulating labor and socio-economic relations, improving the organization system and working conditions of employees, on the other hand, the obligations of the collective of employees represented by the Trade Union, the trade union committee (hereinafter – Trade Union Committee), other public self-government bodies on issues of labor discipline, dispute resolution and participation in the activities of the Company's administration, aimed at high-quality labor organization, compliance with the legality, efficiency and objectivity of decisions made in various areas of the Company's activities.

3. Representatives of the parties, subject matter of the collective agreement

3.1 Under the terms of this agreement, the representatives of the employer are the vice-rectors and heads of structural divisions of the Company, who, according to their job descriptions, employment contracts, regulatory documents of the Company, and decisions of the Company's management bodies are assigned the appropriate functional tasks.

3.2.. The staff consists of teaching and scientific workers, employees of administrative and managerial personnel (hereinafter - AUP), educational and support staff (hereinafter – UVP), service personnel (hereinafter - OP), employees of separate structures created with the participation of the Company, research institutes (research institutes), research centers (NC) and other structures, including legal entities established with the participation of the Company.

4. The validity of the collective agreement, the conditions for the accession of employees to this agreement

4.1. The collective agreement comes into force from the moment of its approval by the decision of the conference and is valid until the approval of a new agreement.

4.2. The validity of this agreement or its individual clauses may be suspended by mutual agreement of the parties by a decision of the Conciliation Commission for Monitoring the Implementation of this agreement (hereinafter referred to as the Commission) in the form of signing a protocol.

4.3. Amendments and additions to this agreement may be made by signing an additional agreement, conducting additional negotiations within the Commission, including in the form of signing a protocol.

4.4. The permanent body responsible for monitoring compliance with the terms of this agreement is the Commission. The decisions of the Commission taken under the terms of this agreement are binding on all managers and employees of the Company.

4.5. The collective agreement applies to all employees of the Company on whose behalf it is concluded, with the exception of certain provisions of this agreement that apply to persons who are members of the Trade Union.

4.6. In respect of employees, in accordance with Article 20, paragraph 3 of Article 158 of the Labor Code of the Republic of Kazakhstan and paragraph 1.10. of the Industry Agreement, who are not members of a Trade Union, in order to extend to them the general terms of this agreement, except for the conditions applicable to members of the Trade Union, the decision on their accession to this agreement (in the form of filling out a protocol) It is accepted at the level of the trade union bureau of the Company's structural divisions.

4.7. In respect of employees, on the basis of paragraph 2 of Article 20 and paragraph 3 of Article 158 of the Labor Code of the Republic of Kazakhstan, enrolled in the staffing of the relevant structural unit, after approval of this agreement, the extension of the terms of this agreement to such employees is allowed on the basis of their statements or conditions provided for in employment contracts.

4.8. The terms of this agreement apply to full-time employees, to the main staff.

5.Obligations of the employer on the organization of labor, educational process, training

5.1. The employer assumes the following obligations:

1) in the field of determining working conditions, ensure transparency in their activities by informing employees about decisions taken on labor issues, orders and other documents affecting the rights and legitimate interests of employees;

2) to familiarize employees, including newly hired employees, with this agreement by posting it on the Company's website;

3) jointly, according to the approved work plan, hold seminars and meetings in structural divisions on issues of clarification on academic policy, scientific, social and industrial activities, implementation of labor legislation and other legislative acts during the academic year;

4) to contribute to the continuous improvement of the qualification level of pedagogical, scientific and other categories of employees;

5) to exercise control in the field of labor organization of all categories of employees, rational distribution of educational and pedagogical workload among teachers of departments, scheduling of training sessions and regime, labor standards;

6) on a planned basis, according to the Development Strategy and financial and economic condition, at least once every five years, to ensure the passage of internships and advanced training courses for teaching and research workers, employees of the AUP, within three years - certification of other categories of employees, the list of which is determined by the act of the employer.

5.2. In the field of decision-making on the organization and determination of the working regime of employees, coordinate drafts of relevant acts with the Trade Union.

5.3. According to internal regulatory documents, comply with generally established requirements for determining the terms of employment contracts and other agreements, taking into account the status of certain categories of employees.

5.4.. Provide employees with information, based on their statements, about the funds transferred to the accumulative pension fund, the amount of deductions made.

5.5. Full-time employees of the Trade Union, from the date of their enrollment in the staff schedules, in the use of social and labor rights, including housing conditions, in registration under the state housing program, have equal rights extended to employees of the Company, employees of the state organization.

5.6. The introduction of a competitive selection procedure for the positions of administrative, managerial, educational and methodological personnel, heads of structural divisions is carried out by the employer with the development of appropriate rules.

6. Work and rest regime

6.1. The work and rest regime, as well as the conditions of irregular work, are regulated by acts of the employer, including schedules approved for a separate category of employees of structural divisions, as well as regulations on structural divisions.

6.2. Annual paid leave is provided in accordance with the approved schedule of 56 calendar days (8 weeks) for scientific, pedagogical and equivalent employees.

For administrative and management personnel (AUP), training and support personnel (OIA) and maintenance personnel (OP) - 30 calendar days.

In order to stimulate and encourage, taking into account seniority, the duration of paid annual leave for employees of AUP, ATC and OP who have work experience in the Company:

1) more than 10 years – 33 calendar days;

2) more than 15 years – 35 calendar days.

Explanation. In accordance with Article 53 and other rules contained in the Law of the Republic of Kazakhstan dated July 27, 2007 "On Education", the Law "On Science", pedagogical, scientific workers and equivalent employees of educational organizations implementing educational programs of higher and postgraduate education, ensuring their implementation, have a social guarantee, the right to an annual paid work leave of 56 calendar days, health benefits once a calendar year.

6.3. By order of the employer, taking into account the functional tasks, their status, the positions of certain categories of employees, heads of services, may be equated to the

positions of teaching staff, indicating the guarantees and compensation applicable to them.

6.4. According to paragraph 1 of Article 32 of the Law of the Republic of Kazakhstan dated April 13, 2005 No. 39-III "On Social protection of persons with disabilities in the Republic of Kazakhstan", additional paid annual leave of up to six calendar days is provided for persons with disabilities of the first and second groups.

6.5. By acts of the employer, for certain categories of employees, taking into account their work experience and special merits in the field of their professional activity, additional paid work leave of an incentive nature may be established.

6.6. Employees studying on-the-job in educational institutions are granted study leave without pay. An application for such leave is submitted to the employer at least one (1) month before the start of the examination session.

6.7. Pedagogical and scientific workers undergoing scientific and educational internships abroad, on the basis of their applications or the presentation of the head of the structural unit, retain their place of work with the issuance of an appropriate order.

6.8. The working time of teaching staff in the academic year, on the basis of paragraphs 48) of paragraph 1 of Article 1, Article 75 of the Labor Code of the Republic of Kazakhstan, part two of paragraph 4) of paragraph 7 of Article 52 of the Law of the Republic of Kazakhstan "On Education" is established within the annual working time norm and is subject to accounting according to the rules of cumulative accounting. The annual rate of teaching load is determined by the decision of the Scientific Council of the Society, taking into account the unit of measurement of the annual volume of educational, scientific and educational work. The rules for the development and distribution of the standard of teaching load are determined by a separate regulatory document of the Company.

6.9. On the basis of paragraph 4 of Article 51 of the Law of the Republic of Kazakhstan "On Education", it is not allowed to involve teaching staff in types of work that are not related to the performance of their professional duties, teaching activities.

6.10. For the purpose of social protection of employees, on the basis of their applications, for family and other valid reasons, the employer has the right to grant them leave with salary retention in the form of social benefits:

- 1) on the occasion of marriage registration – up to 4 days;
- 2) on the occasion of the birth of a child in the family – up to 5 days;
- 3) death of close relatives – up to 5 days.

6.11. On the basis of paragraph 5 of Article 51 of the Law of the Republic of Kazakhstan "On Education", in the professional activities of teaching staff, it is not allowed to use the educational process for political agitation, religious propaganda or to encourage students to take actions contrary to the Constitution and legislation of the Republic of Kazakhstan.

7. Terms of payment and labor rationing

7.1. The norms of the teaching load of teachers, forms and amounts of remuneration for all categories of employees are determined by the Company independently, according to the rules provided for in the Charter, regulatory documents and in the Company's Regulations "On remuneration, financial incentives and social support for employees".

7.2. Wages are paid at least once a month. Payment for the current month is made no later than the 10th (tenth) day of the following month. The Company's regulatory

documents, on the basis of which labor relations are regulated, the working conditions of employees are determined, and approved by the employer in consultation with the Trade Union. The composition of full-time teaching staff refers to the main staff.

7.3. The employer, for the purpose of social protection of employees, taking into account the amount of funding, on the basis of paragraph 2) paragraph 2 of Article 157 of the Labor Code of the Republic of Kazakhstan, may index wages annually.

7.4. On the basis of paragraph 6 of Article 52 of the Law of the Republic of Kazakhstan "On Education", an additional payment to their salary is established for teaching staff at their main place of work if they have a corresponding diploma.

By order of the employer, heads of structural divisions and other leading specialists with an appropriate academic degree, whose powers include planning and organizing the educational process, educational, organizational, administrative and scientific activities, may be charged an appropriate supplement to their salaries for having an academic degree, a PhD degree.

7.5. The amount of additional payments for combining positions (expanding the service area or performing the work of a temporarily absent employee) and for performing work of various qualifications, mastering new technology may be established by order of the employer based on the submission of the head of the relevant structural unit or a member of the Management Board of the Company.

7.6. For work of a temporary or one-time nature of social and industrial significance, achievement of a high level in production, labor activity, an employee may be charged an additional payment to his salary on the basis of an act of the employer by formalizing an additional agreement to employment contracts.

7.7. For the purposes of social support, employees are paid a recovery allowance during the period of their annual work leave. The payment of benefits is made out by an act of the employer, including the amount of the benefit, taking into account the category of the employee. The amount of the health benefit may be determined by a protocol decision of the commission, a joint decision of the parties.

7.8. The employee's stay on temporary disability leave is confirmed by a temporary disability certificate provided to the personnel service.

7.9. The head of the structural unit is obliged to notify the personnel service of the fact of temporary disability of an employee who is directly subordinate to him on the first day. Failure to comply with this procedure is the basis for the application of penalties, both on the employee and on the head of the structural unit.

Note. The basis for the payment of social benefits for temporary disability is a disability certificate (paragraph 2 of Article 133 of the Labor Code of the Republic of Kazakhstan). In accordance with paragraph 3 of the Rules for the Appointment and Payment of social benefits, as well as determining its amount, approved by the Decree of the Government of the Republic of Kazakhstan dated December 28, 2015 No. 1103, the amount of monthly benefits may not exceed fifteen times the monthly calculation index, if temporary disability is not related to labor injury or occupational disease.

7.10. The employer, according to the rules provided for in paragraph 6 of Article 806, Articles 809-1 and 813 of the Civil Code of the Republic of Kazakhstan, has the right to carry out voluntary, personal (in favor of employees) life and health insurance of employees by concluding an appropriate agreement with the insurer.

7.11. The remuneration system, staffing tables with the definition of job titles, conditions and system of bonuses, other remuneration, compensation payments are determined by the Company independently and within the salary fund.

7.12. Staff schedules of teaching staff are formed annually, on the basis of the relevant regulatory document of the Company, acts of the employer, depending on the volume of the academic load, the established ratio of the number of students to the number of teaching staff and other criteria.

7.13. The positions of all categories of employees included in the Company's staffing tables are determined by the statutory tasks, according to the Company's management structure. The Company has the right to approve professional standards and qualification characteristics for employees' positions.

7.14. The wage fund is formed from the basic official salary, surcharges and allowances for working conditions, according to the acts of the employer. The amount of compensation is determined by acts of the employer, and in relation to certain categories of employees - by decisions of the Company's management bodies, taking into account their competence.

7.15. The official salaries of employees are determined using an increasing coefficient of 1.2 for the Company's special status.

7.16. The Remuneration Fund of the Company's employees is formed for a calendar year from the following sources:

- 1) the amount of funds of the republican budget provided for the implementation of the state order;
- 2) funds coming from paid educational services;
- 3) funds from the financing of scientific research (hereinafter – R&D);
- 4) from other sources not prohibited by the legislation of the Republic of Kazakhstan.

7.17. Additional payments to employees' salaries, according to the Regulations "On remuneration, financial incentives and social support for employees" of the Company and other acts of the employer, are established taking into account working conditions.

The employer has the right to establish incentive allowances to the official salaries of the Company's employees, to award bonuses and provide financial assistance to employees by saving money in the absence of accounts payable.

7.18. On the basis of the staffing approved by the decision of the Board of Directors of the Company, the employer, by his order, has the right to approve new positions during the current year, taking into account the specifics of the Company's activities, to change the names of positions, abolish them, and make changes to the staffing tables of structural divisions.

7.19. In relation to an employee who carries out work on the terms of combining positions, the term of his activity is determined in the employment contract on combining positions (for external part-timers), and in relation to full-time employees of the Company (for internal part-timers) - in an additional agreement drawn up in addition to the employment contract.

7.20. On the basis of paragraph 4 of Article 111 of the Labor Code of the Republic of Kazakhstan, the performance of additional work may be terminated at any time with notification to the party (both the employee and the employer) no later than 3 (three) working days before the actual expected day of termination of additional work.

7.21. On the basis of subparagraph 56) of paragraph 1 of Article 1, paragraph 4 of Article 32 of the Labor Code of the Republic of Kazakhstan, in order to conclude an employment contract for part-time work with another employer, an employee submits a certificate from the place of his main position on the nature and working conditions (official salary, term of annual leave and other conditions).

7.22. An employment contract for part-time work is terminated at the initiative of the employer (paragraph 2 of Article 52 of the Labor Code of the Republic of Kazakhstan) in the event of an employment contract with another employee for whom this work will be the main one.

7.23. In determining the norm of daily work under the conditions of combining positions, the working time of such an employee (paragraph 3 of Article 68 of the Labor Code of the Republic of Kazakhstan) should not exceed more than 4 hours, and in weeks – more than 20 hours.

7.24. In accordance with paragraph 5 of Article 92 of the Labor Code of the Republic of Kazakhstan, part-time employees engaged in labor activity in the Company are granted annual labor leave at the same time as leave for their main job at their main place of work. On the specified basis, upon termination of an employment contract with persons who were part-time employees, vacation payments are not made.

8. Production and financial and economic activities

8.1. Compliance with production and financial and economic discipline, accounting of property and fixing of fixed assets (their reflection) in the balance sheet of the Company is carried out on the basis of budget legislation, legislation on accounting and financial reporting.

8.2. For the quality of production and financial and economic activities, the safety of property, and their intended use, the responsibility of the relevant employees is determined taking into account the specifics of their activities and the functional obligations imposed on them by the acts of the employer.

8.3. The list of positions of financially responsible persons is approved by the order of the employer with the development of appropriate rules.

8.4. Termination of employment contracts with the heads of structural divisions and financially responsible persons is carried out after they sign the Act of acceptance and transfer of entrusted assets and within no more than 5 (five) working days from the date of receipt by them of the notification or decision on termination of the employment contract or termination of employment relations on various grounds.

8.5. One copy of the Acceptance Certificate is handed over to the Financial and Economic Department, a copy of the Act is sent to the personnel service to confirm the fact of acceptance and transfer.

The order on termination of the employment contract with the specified categories of employees is issued after they submit the Acceptance Certificate.

8.6. The tasks of the heads of structural divisions and other employees can also be determined on the basis of a decision of the Academic Council, the Board of the Company, Academic Councils of faculties, a decision of the general meeting (conference) of employees, a meeting of departments and individual instructions from the employer.

6.7. At least once a year, at the level of structural divisions, meetings are held with vice-rectors, directors of departments, heads of departments and other officials to discuss current industrial, financial, socio-economic issues and issues related to the organization of the educational process, scientific and educational activities.

8.8. On the basis of a decision of the Board of the Company and, or an order of the Chairman of the Board - Rector, in accordance with the norms of civil legislation, legislation on joint-stock companies, non-profit organizations, state property, educational and scientific activities, in order to implement various tasks assigned to the Company for the created limited liability partnerships, public associations, the foundation and other structures secure premises for the duration of their activities.

8.9. The employer and the staff of employees undertake to provide training for highly qualified specialists and scientific personnel, conduct fundamental and applied research in the field of science and technology, and take measures aimed at increasing the total income of the Company.

8.10. The Employer, in accordance with the established procedure, plans and uses the total income received from all types of activities of the Company in accordance with the Development Strategy, Development Plan, orders, internal documents and other financial documents for:

- 1) salaries of employees, accruals of allowances and surcharges to official salaries of employees;
- 2) financial incentives;
- 3) provision of measures aimed at protecting human life and health, ensuring the safety of material assets, including in emergency situations;
- 4) equipping the educational and scientific base of departments, laboratories and research centers, repair of academic buildings and dormitories, construction of new facilities;
- 5) payment of taxes to the budget;
- 6) payment of utilities;
- 7) maintenance and maintenance of fixed assets;
- 8) reimbursement of students' expenses;
- 9) providing financial assistance to employees and students, holding cultural and sports events;
- 10) replenishment of the library's database with new educational, scientific and technical literature, acquisition of scientific and technical base, creation of a database of information to improve the quality of educational and research activities;
- 11) production and economic needs and other expenses according to the Development Plan.

8.11. The employer allocates funds for awarding the winners (Grand Prix, 1st, 2nd, 3rd places) of the competition, contests according to the estimates of the events held. Separately, if necessary, on the basis of a decision of the Trade Union Committee in an agreed form and the rules provided for in paragraph 10.5. of this agreement, the employer allocates funds.

8.12. In cases determined by the Charter of the Trade Union and this agreement, the parties shall make joint decisions on industrial and economic issues, infrastructure development, social protection of employees, including on the issue of social payments

to persons who have reached retirement age, and, also, the disposal of funds received as part of the provision of charitable and sponsorship assistance to the Trade Union.

9. Conditions for ensuring the safety of workers

9.1. The employer's activities in the field of ensuring the safety of employees are based on the norms of civil and labor legislation, acts of the employer (regulations, rules, instructions) and the rules of this agreement.

9.2. In the field of occupational safety, in accordance with paragraph 7) of paragraph 1 of Article 181 of the Labor Code of the Republic of Kazakhstan, employees have the right to receive reliable information about the characteristics of the workplace, the state of safety and labor protection conditions.

9.3. In accordance with paragraph 2 of Article 22 of the Labor Code of the Republic of Kazakhstan, an employee is obliged to fulfill the labor duties assigned to him in accordance with labor and collective agreements, acts of the employer and other acts (subclause 1), observe labor discipline (subclause 2), requirements for safety and labor protection, fire safety and industrial sanitation at 3), take care of the property of the employer and other employees (paragraph 4), inform the employer about a situation that poses a threat to human life and health (paragraph 5), do not disclose official information, commercial or other legally protected secret, which became known to him in connection with the performance of their work duties (clause 6), to compensate the employer for the damage caused within the limits established by law (clause 7) and the Company's regulatory documents.

Individual requirements are determined by the terms of employment contracts and regulatory documents of the Company.

9.4. The head, specialists of the Department of Occupational Safety and Health (hereinafter referred to as "OT and TB") are directly responsible for the organization and development of necessary measures aimed at creating working safety conditions, determining allowances for working conditions, industrial sanitation and fire safety, technical safety in the workplace, training and instructing employees.

9.5. The Employer shall hold the employee liable for disciplinary and material liability for violation of labor protection and safety requirements, for causing damage to the Company's property.

9.6. The employer has the right to suspend employees who violate the requirements for safety and labor protection in accordance with Articles 48 and 182 of the Labor Code of the Republic of Kazakhstan.

9.7. The heads of structural divisions are obliged to ensure the conditions of safety and labor protection of employees in the workplace, are responsible for the safety of the property entrusted to them, as well as the Company's business documentation.

9.8. Upon the occurrence of an accident, in accordance with Article 187 of the Labor Code of the Republic of Kazakhstan, OT and TB workers are obliged to create conditions for providing the injured employee with first emergency medical care, immediately provide information to the first supervisor and close relatives of the victim.

9.9. In the field of ensuring the safety of employees, conducting internal audits, monitoring and assessing the degree of industrial risk, the relevant powers and responsibilities of employees and the head of the department of occupational Safety and Health are determined by job descriptions, employment contracts, relevant acts of the

employer, and are provided by the heads of the relevant structural divisions of the Company.

9.10. The investigation of an accident related to an employee's work is carried out with the participation of a Trade Union representative and in accordance with Articles 188, 189, 190 of the Labor Code of the Republic of Kazakhstan.

9.11. In accordance with paragraph 1 of Article 190 of the Labor Code of the Republic of Kazakhstan, every labor-related accident that caused an employee to lose his ability to work, according to a medical opinion (recommendation), is subject to investigation by drawing up an Accident Report.

9.12. The forms of the acts of investigation, as well as the special investigation, the Accident Act must comply with the Order of the Minister of Health and Social Development of the Republic of Kazakhstan dated December 28, 2015 No. 1055 "On approval of forms for registration of materials for the investigation of accidents related to work".

9.13. In accordance with paragraph 8 of Article 190 of the Labor Code of the Republic of Kazakhstan, the Accident Report is signed by all members of the commission, the head of the department of Occupational Safety and Health, a representative of the Trade Union, approved by the representative of the employer (vice-rector) and certified by the seal of the Company.

9.14. In accordance with paragraph 2 of Article 190 of the Labor Code of the Republic of Kazakhstan, the Act must be drawn up in accordance with the materials of the investigation on the basis of the Order of the Minister of Health and Social Development of the Republic of Kazakhstan dated December 28, 2015 No. 1055.

9.15. According to paragraph 8 of Article 190 of the Labor Code of the Republic of Kazakhstan, an accident formalized by an Act is included in the statistical report (information) on temporary disability and injuries at work.

9.16. The authorized body for statistical accounting is the State Labor Inspectorate. The conditions and procedure for statistical accounting are determined by the Labor Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan dated March 19, 2010 "On State Statistics" and the Rules for Providing Information and Maintaining State Statistics in the field of occupational safety and health, approved by Order No. 145 of the Minister of Health and Social Development of the Republic of Kazakhstan dated March 18, 2015.

9.17. The basis of statistical accounting is information from the primary documentation compiled by the members of the commission in the event of accidents at work.

9.18. On the terms of coordination with the Labor Inspectorate / Department of Social Welfare of Almaty, Article 203 of the Labor Code of the Republic of Kazakhstan, on the initiative of the employer and the Trade Union, the Company may establish an Industrial Safety and Labor Protection Council.

10. Social and household, industrial obligations

10.1. The employer, in agreement with the Trade Union, in cases of inclusion of relevant expenses in the Development Plan, creates conditions for medical examinations of persons whose activities are associated with harmful and dangerous working conditions (paragraph 1 of Article 185 of the Labor Code of the Republic of Kazakhstan).

"The list of measures to improve the conditions and labor protection of employees" is approved (in in the form of a separate document) as agreed by the parties.

10.2. The Trade Union Committee, depending on the severity of the disease, taking into account the marital status, length of service of the employee in the Trade Union, has the right to make a decision on providing such an employee, who is a member of the Trade Union, with financial assistance for partial or full payment for sanatorium treatment. The amount of payments can also be determined by an act of the employer and, separately, by a decision of the Trade Union Committee.

"The list of professions that determine surcharges, salary allowances for special working conditions of certain categories of employees and positions with harmful (especially harmful) or dangerous (especially dangerous) working conditions", as a separate document, is approved within the time limits determined by the parties.

10.3. Employees engaged in work with harmful and dangerous working conditions are provided with personal protective equipment at the expense of the employer in accordance with paragraph 2) paragraph 1 of Article 181 of the Labor Code of the Republic of Kazakhstan, have the right to additional payments to wages for working conditions.

On the basis of the above List, by agreement of the parties, "Names of professions and positions are approved for the issuance of special clothing, food and other personal protective equipment to employees."

10.4. Employees involved in the performance of state and public works, as well as donor employees, retain their places of work and wages.

10.5. For the purpose of social protection of employees and members of their families, providing them with financial assistance, their recovery, sanatorium treatment, as well as for the purpose of organizing and conducting joint socio-cultural events, honoring anniversaries, veterans of the Society, solving production tasks aimed at creating favorable working conditions and training, compliance with sanitary and living conditions, leisure and recreation conditions for employees and students of the Company, conferences, round tables, symposiums and forums, in accordance with paragraph 3.3.3. According to the Industry Agreement, the employer allocates funds to the Trade Union within one percent (1%) of the annual wage fund of the Company's employees.

The allocation of funds on the above-mentioned basis is provided for in paragraph 3 of Article 25 of the Law of the Republic of Kazakhstan dated June 27, 2014 "On Trade Unions". According to the legislation, it is within the powers of the parties to make decisions on this issue.

10.6. The use of funds – the budget of the Trade Union and funds allocated by the employer on the basis of clause 10.5. of this agreement is carried out by the decision of the Trade Union Committee, and on payment of an additional payment to the wages of full-time employees of the Trade Union in connection with the expansion of the service area, an increase in the volume of work.

All decisions and acts taken on the above points are aimed at solving current, urgent socio-economic and production tasks of the Company, are based on the norms of the Labor Code of the Republic of Kazakhstan, the Civil Code of the Republic of Kazakhstan, paragraph 3 of Article 25 of the Law of the Republic of Kazakhstan "On

Trade Unions", General, Sectoral and Regional agreements on social partnership and this agreement.

10.7. According to clause 3.1. of this agreement, the disbursement of financial resources allocated by the employer to the Trade Union is carried out on the basis of a decision of the Trade Union Committee, submission, applications of responsible employees of the Company.

10.8. According to the Charter of the Company, paragraph 5) paragraph 1 of Article 43-1 of the Law of the Republic of Kazakhstan "On Education" and this agreement, the Company has the right to organize and conduct sports and cultural events, solve production problems, develop the infrastructure of the Company, allocate the necessary funds for this.

10.9. Employees who have made a significant contribution to the development of the Company may receive a lump sum payment upon reaching retirement age and 60, 70, 75, 80 or more years of age by acts of the employer.

10.10. The Parties apply to the Board of Directors of the Company with a request to reduce the cost of tuition fees for the children of employees and employees themselves from 15 to 25%, taking into account their work experience in the Company in the form agreed by the parties:

- 1) employees of the Company who study at the Company;
- 2) children of the Company's employees who study full-time at the Company.

6.11. A 25% discount in tuition fees for employees and their children is provided to employees who have worked continuously in the Company for 3 (three) years or more. The amount of discounts is indicated in the order or at the disposal of the relevant authorized person.

10.12. The employer, if there are sufficient financial resources, has the right to provide financial assistance to the Company's employees in need, including taking into account their seniority in the Company upon their application or presentation by the head of the structural unit.

11. Joint activities of the parties

11.1. The Parties undertake to make joint decisions on the following issues:

- 1) approval of the schedule of annual work leave, duty with clarification of the list of jobs and positions of employees, including by categories of employees entitled to additional annual work leave;
- 2) development of rules, instructions and other acts concerning working conditions and labor relations;
- 3) approval of orders on material and moral encouragement of employees;
- 4) making decisions on bringing employees to disciplinary, material and civil liability.

11.2. The Parties shall carry out joint work aimed at ensuring the safety of the Company's property.

11.3. For the purpose of social protection of employees, taking into account their work experience in the Company and special merits, the parties undertake to develop and approve the Regulation "On veterans of the Al-Farabi Kazakh National Academy of Sciences" with the definition of their status.

11.4. In order to ensure high-quality consideration of appeals from employees and other persons, the implementation of anti-corruption legislation and the procedure for

considering appeals from individuals and legal entities, including in order to prevent the facts of unfounded accusations, the spread of slander, gossip, the parties undertake to jointly adopt appropriate regulatory documents.

11.5. Employees and managers, the management staff of the Company are obliged to comply with the requirements contained in the rules, regulations and instructions for documentation, document management and the use of electronic document management systems. Non-compliance with the rules of registration of the Company's documents is a significant violation of the rules of internal labor regulations.

11.6. In order to comply with production discipline, at the level of departments, departments, management, departments, research institutes, scientific research centers and other divisions, logs (separately, including in electronic format) of incoming and outgoing correspondence and (separately) logs of registration of appeals for proper accounting of sent and received correspondence, decisions taken and for periodic reporting purposes.

11.7. The Employer, together with the Trade Union, allocate funds for the following joint activities:

1) for the organization and holding of state and national holidays of the Republic of Kazakhstan;

2) honoring participants of the Great Patriotic War, veterans of labor and other events of great social importance for the collective of workers and Society.

11.8. The Parties shall take measures to include employees in the state rental housing program and the housing construction program, including their own.

12. Guarantees of trade union activity

12.1. The Employer provides assistance in the activities of the Trade Union. Trade Union members and other employees enjoy legal assistance provided free of charge, material, legal and moral protection from the Trade Union.

12.2. The Chairman of the Trade Union, the chairmen of the trade union bureau, periodically, at least at the end of the half-year, provide a report on the work done by convening a meeting or conference. Minutes of meetings and meetings are provided to the Trade Union Committee.

12.3. The collection of trade union and membership fees is carried out on the basis of statements by members of the trade union, with notification of the representative of the employer, the Charter of the Trade Union, by deducting from the wages of employees who are members of the Trade Union with the development of special Instructions.

12.4. Disciplinary and financial liability of an elected Trade Union employee and termination of an employment contract with him shall be carried out taking into account the opinion of the Trade Union Committee.

12.5. Elected employees of the Trade Union are required to participate in decision-making at the level of faculties, research institutes, scientific research centers and other structural divisions of the Company, if the decisions taken relate to the working conditions of employees.

12.6. Elected employees of the Trade Union are members of Academic Councils of faculties and other public councils.

12.7. By status, the Chairman of the Trade Union is a member of the Academic Council of the Society, has the right to participate in the work of other bodies and public councils.

12.8. The Chairman or another representative of the Trade Union takes part in the certification of employees and holding a competition to fill vacant positions of pedagogical, scientific and other categories of employees.

12.9. The Trade Union Committee, free of charge, uses the premises and technical means necessary for carrying out professional and public activities for the benefit of the Company and in accordance with the legislation, the Charter of the Trade Union and the acts of the Company.

12.10. Constantly, at least once a quarter, the relevant representatives of the parties verify the accrual of trade union membership fees (by employees of the financial service of the parties), accounting for accrued contributions and the composition of participants, members of the Trade Union.

12.11. The signing of workarounds issued to persons with whom employment relations are terminated will be carried out by an accountant, a responsible employee of the Trade Union for keeping records of personnel in the trade union.

13 Powers of the Trade Union Committee

13.1. The Trade Union Committee (hereinafter referred to as the Trade Union Committee) carries out its activities in accordance with the legislation, the Statutes of the Trade Union and the Company, and the acts of the employer.

13.2. The Trade Union Committee exercises public control over the compliance of the staff with the requirements of legislation and Internal Regulations:

- 1) carries out its activities on the basis of the creative activity of Trade Union members and on the principles of increasing labor efficiency, protecting the rights and interests of the parties to labor relations;
- 2) conducts activities aimed at improving working conditions, everyday life and health improvement of employees;
- 3) informs the employer in advance about the events being held;
- 4) ensures the safety and proper use of premises and facilities provided by the employer during cultural events and other events;
- 5) conducts training seminars, including paid ones for third-party employees, organizations, participates in the training of members of the conciliation commission with the issuance of a certificate, both for trade union activists and other persons;
- 6) together with employees of the legal service of the Company and other responsible employees, represents the interests of the Trade Union and the Company in court and other bodies.

13.3. The decision of the Trade Union Committee concerning the working conditions of employees, and based on the decision of the Commission, is a mandatory document for execution by all employees and managers of the Company's division.

14 Control over the fulfillment of the terms of the collective agreement

14.1. The Commission and representatives of the parties shall exercise control over the fulfillment of the terms of this agreement in accordance with the established procedure.

14.2. At least once a quarter, according to a joint work plan, in the form of drawing up a protocol, the parties, as part of the Commission, hold joint meetings to discuss the progress of fulfilling the obligations assumed under this agreement.

14.3. Under the terms of this agreement, for their implementation, monitoring on key issues, by types of joint activities specified in this agreement and in other documents of the Company, the parties are obliged to provide all necessary information for the preparation of certificates, reporting material in a simplified manner.

14.4. The reporting material, conclusions, certificates, separately, according to the scope of dissemination of the terms of this agreement, are prepared by representatives of the parties as part of the Commission and responsible employees of the Company in the fields of their activities.