**Draft**

**STANDARD COLLECTIVE AGREEMENT**

**for the year(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(name of the organization)

**and**

**its workforce**

**Section I. GENERAL PROVISIONS**

1.1. This Collective Agreement is concluded between the Employer represented by the head (director, chairman, etc.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Full name of the head)

acting on the basis of the Charter/Regulations (hereinafter – the Employer), on the one hand, and the employees represented by the chairman of the primary trade union organization   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Full name of the primary trade union organization chairman)

(hereinafter – the Trade Union Committee), on the other hand (hereinafter the Parties), and is a legal act regulating the socio-labor relations at the organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(name of the organization)

1.2. This Collective Agreement is concluded in accordance with the Labor Code of the Kyrgyz Republic (hereinafter – the Labor Code of the Kyrgyz Republic), and the laws of the Kyrgyz Republic “On Trade Unions”, “On Social Partnership in the Field of Labor Relations in the Kyrgyz Republic”, “On Collective Agreements”, “On Employers’ Associations”.

1.3. The Collective Agreement (hereinafter – the Agreement) is concluded with the aim of codifying the legislative norms, defining the mutual obligations of the employees and the Employer to protect the socio-labor rights and professional interests of the employees of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name of the organization)

and establishing additional socio-economic, legal, and professional guarantees, benefits, and advantages for the employees, as well as creating more favorable working conditions compared to those established by the laws, other normative legal acts, and agreements.

1.4. The provisions of this Agreement apply to the employees of the organization on whose behalf it is concluded.

1.5. Employees who are not members of the trade union may, on a contractual basis (with remuneration), authorize the Trade Union Committee to represent their interests in relations with the Employer regarding issues of individual labor relations and the directly related matters by signing a personal representation agreement with the Trade Union Committee. In the absence of such an agreement, the provisions of the Collective Agreement do not apply to employees who are not union members.

1.6. The text of the Agreement shall be made available by the Employer to the employees within 10 days after its signing.

1.7. During the term of the Agreement, the Parties may make additions and amendments to it based on mutual consent. When conditions arise that require an addition or change to the Agreement, the interested Party shall send the other Party a written notice of the commencement of negotiations in accordance with the current legislation of the Kyrgyz Republic.

1.8. The amendments and additions agreed by the Parties are reviewed by the commission for the conclusion and implementation of the Agreement, documented as an annex to the Agreement, form an integral part of it, and are communicated to the organization’s workforce.

1.9. A revision of the obligations under the Agreement shall not result in a reduction in the socio-economic status of the organization’s employees.

1.10. In the event that decisions are made by state or local self-government bodies that improve the position of the employees compared to the agreed Agreement, such decisions shall automatically come into force and the Agreement shall be amended accordingly.

**Section II. ECONOMIC ACTIVITY AND LABOR RELATIONS**

The Parties have agreed that the labor relations and other directly related matters shall be regulated in accordance with the Labor Code of the Kyrgyz Republic. In this regard, the level of rights and guarantees (compensations) for the employees established by the Labor Code of the Kyrgyz Republic represents the minimum norms to be implemented. In case of any reduction, they shall be considered invalid.

**2.1. The Employer undertakes to ensure the right of employees to:**

2.1.1. work in conditions that meet safety and hygiene requirements, including those that exclude violence and harassment (including sexual harassment) at work (in areas where meals are taken or sanitary facilities and changing rooms are used), as well as during business trips, professional training, and events;

2.1.2. remuneration for work in accordance with the employment contract, and an increase in the level of real wages in connection with rising consumer prices for goods and services, with an annual indexation of wages based on the price increase coefficient;

2.1.3. rest (provision of breaks during the working day (shift); daily (inter-shift) rest; days off; non-working public holidays; annual paid leave, and additional leave);

2.1.4. compensation for harm to health caused to an employee in connection with the performance of his/her work duties;

2.1.5. the conduct of collective negotiations;

2.1.6. protection from violence and harassment (including sexual) in the workplace.

**2.2. The Employer undertakes to:**

2.2.1. Conclude an indefinite employment contract with all persons hired, regardless of the type, nature, or duration of the work performed.

2.2.2. Cover all employees with the social insurance, maternity protection, occupational safety and health, and social protection provided by law, and ensure gender equality and freedom of association for all.

2.2.3. Consider in a timely manner the proposals of the trade union regarding working conditions and to inform them of the results of such review and the decisions taken within one week from the date of receipt, and to provide administrative staff and other officials to assist the work of the trade union organization.

2.2.4. Include members of the Trade Union Committee in the Management Board, and in commissions on employee motivation, wage tariff setting, employee certification, occupational safety, investigation of accidents, social insurance, and others.

2.2.5. Involve members of the Trade Union Committee at all stages of implementing policies to prevent violence and harassment (including molestation and humiliation) at work: during the development, implementation, and monitoring of the measures undertaken.

2.2.6. Introduce additional protective measures for pregnant and breastfeeding women, including an extra break for breastfeeding.

2.2.7. Consider the possibility of reducing the working day, establishing flexible working hours, part-time work for employees with family obligations, as well as the possibility of performing work (or part of it) remotely if feasible.

2.2.8. Provide the organization’s employees with annual labor leave as stipulated by current legislation, according to the leave schedule. The basic annual paid leave shall be provided in an amount of 28 calendar days in accordance with labor legislation.

2.2.9. In accordance with labor legislation, provide study leave for employees who combine work with study.

2.2.10. Coordinate all orders on rewards (bonuses, provision of material assistance, awarding certificates, etc.) for the organization’s employees with the chairman of the trade union committee.

2.2.11. Obtain prior consultation with the trade union committee in cases of dismissal initiated by the administration of employees who are members of the trade union.

2.2.12. Notify the trade union and conduct consultations in cases of mass layoffs due to the reorganization of work, liquidation, repurposing of the organization or its subdivisions, or full or partial suspension of production initiated by the Employer.

**2.3. Trade unions shall assist the Employer in:**

2.3.1. Strengthening labor and technological discipline;

2.3.2. Ensuring healthy and safe working conditions, identifying risk factors, and assessing the existing risks of violence and harassment, including gender-based violence and harassment;

2.3.3. Developing social partnership based on trust and mutual understanding;

2.3.4. Identifying, preventing, suppressing, disclosing, and investigating acts of corruption;

2.3.5. Minimizing and/or eliminating the consequences of corrupt practices.

* 1. **The Trade Union Committee undertakes to:**
     1. Exercise public oversight over compliance with labor legislation and the state of occupational safety at workplaces;
     2. Participate in the resolution of labor disputes;
     3. Represent the interests of employees in state and judicial bodies;

 Annually, develop and jointly implement with the trade union specific measures to improve working conditions and health, aimed at eliminating or reducing the negative impact of risk factors in the production environment on the health of employees.

4.1.6. Conduct work aimed at the well-being of workers by providing subsidized vouchers for sanatorium/resort treatment and rest in accordance with a queue system.

4.1.7. Provide children and grandchildren of employees under 14 years of age with subsidized vouchers to children’s health centers once a year.

4.1.8. Jointly with the trade union, organize cultural, mass, and sporting events, and arrange leisure activities for employees and their family members.

* 1. **The Trade Union Committee further undertakes to:**

4.2.1. Address the management with proposals to improve the organization of work in the field of occupational safety and to hold accountable those responsible for violations of occupational safety requirements, as well as in cases of workplace violence and harassment;

4.2.2. Provide necessary advisory assistance to employees regarding issues of remuneration and occupational safety, health, and the environment;

4.2.3. Participate in the work of the occupational safety commission, and in the conduct of administrative-public oversight of occupational safety at all levels, ensuring the implementation of measures provided for in the Collective Agreement and the development of normative documents regulating occupational safety;

4.2.4. Participate in the investigation of workplace accidents and incidents, conduct analyses of the circumstances and causes of accidents, occupational injuries, and occupational diseases;

4.2.5. Submit proposals to the organization’s management regarding the suspension of work until identified violations are remedied in cases of:

- Deterioration of working conditions (lack of adequate lighting in the premises, low/high temperature regime, elevated noise levels, etc., when there is an imminent health danger due to violence and harassment),

- Gross violations of occupational safety, fire, or environmental regulations.

**Section V. GUARANTEES FOR TRADE UNION ACTIVITIES**

**5.1. The Employer undertakes to:**

5.1.1. Provide the trade union committee with the necessary equipment, premises, communication means, transport, as well as recreational facilities, children’s health complexes, etc., free of charge for its work.

5.1.2. Reassign employees who have been relieved of their production duties due to election to representative bodies back to their previous job (position) after their elected term ends, or, in the absence thereof, to another equivalent job (position) within the same organization.

5.1.3. Exempt from work duties those employees who are members of elected trade union bodies, and who are not relieved of their main work, while preserving their wages:

- for performing public duties as the chairman of the trade union committee or participating in a collective bargaining campaign;

- for participating as delegates or members at congresses, conferences, plenary sessions, presidiums, general meetings, or trade union committee meetings;

- for the duration of public events.

5.1.4. Withhold union membership fees via non-cash methods through the accounting department.

**Section VI. DURATION OF THE AGREEMENT AND LIABILITY OF THE PARTIES FOR ITS IMPLEMENTATION**

6.1. The Agreement remains in force in the event of a change in the name of the organization, termination of the employment contract with the organization’s head, or re-election of the Trade Union Committee chairman.

6.2. In the event of reorganization (merger, accession, division, separation, transformation) of the organization, the Agreement remains in force for the entire duration of the reorganization.

6.3. In the event of the liquidation of the organization, the Agreement remains in force for the entire duration of the liquidation procedure.

6.4. In the event of a change in the form of ownership of the organization, the Agreement remains in force for three months from the date of the transfer of ownership rights.

6.5. During the term of the Agreement, neither Party is entitled to unilaterally terminate the obligations assumed.

6.6. This Agreement enters into force on the date specified in the Collective Agreement and is valid for one year (two or three years). By mutual agreement, the Agreement may be extended (renewed) for the subsequent term, but for no more than three years in total.

6.7. Control over the implementation of the Agreement shall be exercised by the Parties and their representatives.

6.8. At least once a year, the administration and the Trade Union Committee shall report to the workforce on the fulfillment of their obligations.

6.9. Representatives of the Parties shall be held liable for evasion of participation in collective negotiations for the conclusion or amendment of the Agreement, failure to provide the information necessary for conducting collective negotiations and controlling the compliance with the Agreement, breach or non-performance of the obligations provided for by the Agreement, and other unlawful actions (inaction) in accordance with the legislation.

6.10. In cases where an employee suffers damages due to a breach of the terms of the Collective Agreement, the Employer shall compensate by paying double the amount of the damages.

6.11. In cases where the trade union suffers damages due to a breach of the terms of the Collective Agreement, the legislation of the Kyrgyz Republic on trade unions, or obstruction of the trade union’s activities, the Employer shall compensate the losses in favor of the trade union.

**Section VII. FINAL PROVISIONS**

7.1. The Employer shall send the Agreement within 7 working days from its signing for notification registration to the republican member organizations.

7.2. The representatives of the Parties shall adhere to the procedures established by law for resolving individual and collective labor disputes, and shall use all available means to eliminate causes that may lead to conflicts.

7.3. The Agreement is executed in two copies, each having equal legal force: the first copy is retained by the Employer, and the second copy by the Trade Union Committee.

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| --- | --- |
| **From the Employer:**  **Head of the Organization**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name**  (signature)  **L.S      date** | **From the Employees:**  **Chairman of the Trade Union Committee**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name**  (signature)  **L.S      date** |

**Example List of Appendices to the Collective Agreement**

**Appendix No. 1.** Rules of Internal Work Regulations for Employees.

**Appendix No. 2.** Regulation on the Terms of Employee Remuneration (including sections on the procedure for establishing and distributing incentive payments and on the provision of material assistance to employees).

**Appendix No. 3.** Regulation on Occupational Safety with the main measures and Lists:

* of professions and positions with harmful and/or hazardous working conditions, as well as jobs performed under special temperature conditions or associated with pollution, during which employees are provided free certified special clothing, special footwear, as well as washing and disinfecting agents and other personal protective equipment in accordance with the standard norms for PPE issuance (Resolution of the Government of the Kyrgyz Republic dated 25.06.1997 No. 374).
* of heavy work, work under harmful and/or hazardous and other special working conditions, for which employees receive additional payments in accordance with the Resolution of the Government of the Kyrgyz Republic dated 27 April 2015 No. 258 “On Approving the Regulation on the Procedure for Establishing Additional Payments for Heavy Work and Work under Harmful or Hazardous Conditions and the Standard List of Jobs with Special Working Conditions (heavy work, work under harmful, hazardous and other special working conditions, work under special climatic conditions)”.
* of productions, jobs, professions and positions in which work entitles the employee to a shortened working day and additional paid leave for work under harmful and/or hazardous conditions, as well as the minimum duration of this leave and the conditions for its provision.
* of positions of employees with non-standard working hours and the duration of annual additional leave.
* of work under harmful (especially harmful) working conditions, where employees are provided free, according to established norms, with milk or other equivalent food products and therapeutic-preventive meals.
* of harmful production factors and types of work, positions, and professions for which mandatory preliminary and periodic medical examinations (check-ups) are required.

**Appendix No. 4.** Annual Action Plan for Improving Working Conditions and Reducing Employees’ Occupational Risks.

**Appendix No. 5.** Regulation and Composition of the Commission for Regulating Socio-Labor Relations in the Organization.

**Appendix No. 6.** Regulation on the Certification of Workplaces (Employees).

**Appendix No. 7.** Regulation on the Training and Retraining of Personnel in the Organization.

**Appendix 2.**

to the Collective Agreement between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

the Trade Union Committee for the year(s) \_\_\_\_\_\_\_\_\_\_\_\_

**REGULATION**

**On the Terms of Employee Remuneration**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(name of the organization)

**General Part**

This Regulation has been developed in accordance with the Labor Code of the Kyrgyz Republic and the Charter/Regulations of the organization in order to improve the employee remuneration system, material incentives, and create conditions for enhancing work efficiency and quality.

Employee remuneration and material incentives are provided from the organization’s own funds.

The remuneration of an employee must ensure sufficient material conditions for the performance of their duties and serve as an incentive for conscientious and proactive work.

The level of real wage content is maintained by increasing and indexing it in line with the growth in prices for consumer goods and services, but not less than once a year.

1. **Remuneration** 
   1. The salary of an organization’s employee consists of the basic positional (tariff) wage (according to the staffing schedule), additional payments, bonuses, premiums, as well as compensation and incentive payments.
   2. Employees are provided with overtime pay for extra hours worked, on public holidays and days off in accordance with labor legislation.
   3. Salary payments are made by the 5th day of each month. In cases where salary cannot be paid due to reasons independent of the Employer, the Employer shall inform the employee as soon as possible, but no later than one week in advance. The Employer is obliged to inform each employee of the components of their salary by issuing a payslip indicating the components of the salary due for the month, the amounts withheld from the salary, as well as the total salary amount to be paid on the day of salary issuance. 1.4. The preserved average salary during leave must be paid no later than 2 days before the leave begins. In the event of a delay in leave payments, the start of the leave may be postponed by the number of days corresponding to the payment delay.
   4. Upon termination of employment, all sums due to the employee by the Employer shall be paid on the day of termination.
   5. In case of delay by the Employer in paying the salary, leave, or other payments, the Employer shall additionally pay a penalty for each overdue calendar day at a rate of 0.15%–0.25% of the unpaid amount as of the day of actual calculation.
   6. In case of a delay in the final settlement upon termination, the Employer shall additionally pay a penalty for each overdue calendar day at a rate of 0.5% of the unpaid amount as of the day of actual settlement.
   7. For the untimely issuance of a work record book due to the Employer’s fault at the time of employee termination, the Employer shall pay the employee the average daily wage for each day of delay.
   8. In order to stimulate an increase in the professional level, the Employer may conduct employee certification no more than once every three years, in accordance with the approved Regulation on Certification. Based on the certification results and the recommendations of the certification commission, the Employer has the right to decide on promotion, upgrading or downgrading the employee’s qualification category, as well as on the establishment, change, or cancellation of allowances to the basic wage, and, if necessary, on relieving the employee of their position.
   9. The employee has the right to obtain information regarding the conditions and amounts of taxes and insurance premium tariffs provided by the legislation of the Kyrgyz Republic.

**2. Wages**

Positional (tariff) wages of employees are established by the staffing schedule.

**3. Allowances and Additional Payments**

**3.1.** Employees with high qualifications, in accordance with normative legal acts, are provided with monthly allowances to the positional wage:

- for honorary titles “People’s” and “Honored”,

- for the academic degree of Candidate of Sciences;

- for the academic degree of Doctor of Sciences.

**3.2. Employees of the organization** are provided with an allowance to the positional wage for overall service in the organization as follows:

|  |  |
| --- | --- |
| **Length of Service in the Organization** | **Allowance (as % of the positional wage)** |
| Over 3 years | 5 |
| Over 5 years | 10 |
| Over 10 years | 20 |
| Over 15 years | 30 |

**3.3.** For harmful working conditions: for work on a xerox machine, in an archive – employees receive an additional payment of not less than 15% of the basic wage. For cleaners engaged in toilet cleaning, an additional payment of 25% of the basic wage is provided.

**3.4.** For drivers of passenger cars, an additional payment for non-standard working hours is provided at 25% of the positional wage.

**3.5.** To stimulate the execution of an increasing volume of work with a reduced workforce, additional payments are introduced for employees who combine or increase the volume of work performed, without a limitation on the list of combined positions, within the limits of the savings of the wage fund, in accordance with the staffing schedule.

**3.6.** For the performance, alongside their main work, of duties by an employee who is temporarily absent for two months or more (in the case of long-term illness, maternity leave, childcare leave for children up to three years old, or unpaid leave), an additional payment of not less than 40% of the wage for the combined work is made under the regime of job combination.

**4. Premiums**

**4.1.** Employee premiums are provided to stimulate labor based on the quality, efficiency, and final results of their work, and to increase specialists’ interest in professional development and in performing complex and responsible tasks.

For timely and quality work performance, as well as for active initiative, employees of the organization are granted a premium of up to 50% of the monthly wage for the actual hours worked during the month.

**4.2.** In cases of violations of labor discipline, failure to perform, or improper performance of assigned duties by an employee without valid reasons, the employee shall be deprived of their premium in whole or in part.

**4.3.** A written explanation shall be requested from the employee before depriving them of a premium.

In case the employee refuses to provide a written explanation, the supervisor, in the presence of 2–3 persons, shall prepare an act of the identified violation.

**4.4.** The head of the structural subdivision shall submit a proposal to deprive the employee of the premium to the organization’s management, which will review the proposal and make a decision.

**4.5.** The decision to deprive the employee of the premium is made by the organization’s Management.

**4.6.** The Employer’s order on applying disciplinary measures with an indication of the reasons shall be announced to the employee for signature within 3 working days from the date of its issuance. In case the employee refuses to sign the order, a corresponding act is drawn up.

**4.7.** The premium is withdrawn for the calculation period in which the omission in work occurred, but no later than one month from the day the infraction is detected, excluding the time of the employee’s illness or leave.

**4.8.** For timely and quality performance of tasks that enhance the organization’s image, financial, and property status, a bonus of up to two positional wages is provided during the calendar year.

**4.9.** At the end of the calendar year, a reward (13th salary) is paid in the amount of the average monthly wage, including allowances, additional payments, premiums, and other payments provided by the terms of remuneration. In the event that the employee has not worked a full calendar year, the reward is paid proportionally to the time worked.