		between the Joint Stock azakhstan Temir Zholy ''
Company Nauv	and It's labor col	

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# Collective agreement for 2024-2026 between the joint-stock company "National Company "Kazakhstan Temir Zholy" and its workforce

The employer is the joint-stock company "National Company "Kazakhstan Temir Zholy" represented by the Deputy Chairman of the Board of the Joint-Stock company Company "Kazakhstan Zholv" "National Temir Almagambetov Esmukhanovich, acting on the basis of a power of attorney dated April 22, 2022 No. 79-AOD and a representative of employees of the joint-stock company "National Company "Kazakhstan Temir Zholy" - Public Association "Kazakhstan Branch Professional Union of Railway, Automobile, Air and Water Transport workers" - in the person of the Chairman of the Trade Union Akhmetbayev Orazgali Tulepbekovich, acting on the basis of the Charter, collectively referred to as the "Parties", and separately as the "Party", have concluded this Collective Agreement on the following.

#### **Section I. General concepts**

**Children** - children of the Company's employees;

**remote work** is a special form of implementation of the labor process outside the employer's location with the use of information and communication technologies in the process of work;

**dependents** - disabled relatives of the Company's employees:

- a) minor children of the employee under 18 years of age;
- b) adult unmarried children who have been recognized as persons with disabilities since childhood of groups I and II or persons with disabilities of group I;
- c) a spouse who is on parental leave until the child reach the age of 3 (three) years;
- d) parents a person who is under the guardianship or guardianship of an employee in accordance with the established procedure, when providing documents from the relevant state bodies, who is entitled to benefits, lives with him and needs outside care:
- e) persons under the age of 18, who are under the guardianship of an employee in accordance with the established procedure, upon submission of documents from the relevant state bodies;
- f) persons who are under the care of an employee in accordance with the established procedure, in need of outside care, when providing documents from the relevant state bodies;

another separate structural division - division of the linear management level, which is under the operational subordination of a division of the regional level

of the Company, in accordance with the regulations on the division of the regional level of the Company;

A collective agreement - a legal act in the form of a written agreement concluded between the National Company Kazakhstan Temir Zholy Joint Stock Company and its labor collective, regulating social and labor relations, which is concluded based on the principle of equality and respect for the interests of the Parties and is aimed at ensuring the effective operation of the Company;

**A retiree** - an individual who is registered with the Company in accordance with the Company's internal documents;

**Recipients of the industry benefit** - former employees of the Company/subsidiaries who receive an industry age benefit in accordance with the internal documents of the Company and its subsidiaries (Appendix 1 to the Collective Agreement).

**Employee representative, Trade Union** - Public Association "Kazakhstan Branch Professional Union of Railway, Automobile, Air and Water Transport Workers";

**Awarded with the badge of "Honorary Railwayman"** - employees who have been awarded the badge of "Honorary Railwayman" in accordance with the established procedure on the basis of a presentation by the head of the Company, taking into account the decision of the Personnel Committee of the Company;

**Employee/s** is an individual who is in an employment relationship with an employer and directly performs work under an employment contract;

**Employer, Company** - Joint Stock Company "National Company "Kazakhstan Temir Zholy";

**Employees raising children alone** - persons raising a child/children alone (a woman/man who is not married, a woman/man who is divorced, a widow/widower, a guardian);

**Social package** – guarantees, benefits and compensation provided by the Company to Employees and Pensioners, in order to motivate, improve work efficiency, as well as socio-economic protection;

A special vehicle is a motor vehicle that provides an Employee who has become a person with a disability due to an occupational injury or occupational disease caused by the Employer, including one adapted to the needs of a person with a disability, depending on the existing functional disorders;

## **Special means of transportation:**

- 1) indoor wheelchair;
- 2) a walking wheelchair;

**Transit** is the transportation of passengers from one point to another through an intermediate point.

#### Section II. General provisions

- 1. This Collective Agreement is concluded on the basis of the Labor Code of the Republic of Kazakhstan (hereinafter the Labor Code) and other regulatory legal acts, as well as an Industry agreement between the state body the Ministry of Transport of the Republic of Kazakhstan, employers joint-stock company "Kazakhstan Temir Zholy National Company", other railway transport organizations and the public association "Kazakhstan Branch Professional Union of Railway, Automobile, Air and Water Transport Workers" on socio-economic issues for 2024-2026.
- 2. The collective agreement was concluded for 2024-2026 and comes into force on January 1, 2024.
- 3. The Collective Agreement applies to the Employer and Employees of the Company on whose behalf the Collective Agreement was concluded, and Employees who joined it on the basis of a written application, released, elected and full-time employees of the Trade Union. The procedure for joining is provided in Appendix 2 to the Collective Agreement.
- 4. The Collective Agreement provides for a separate social package for Pensioners registered in the Company's branches, including those awarded the badge of "Honorary Railwayman".
- 5. Sections III (except for paragraph g) of subparagraph 13) of paragraph 9); IV (except for subparagraph 7), paragraphs a), d) of subparagraph 14) of paragraph 10); V (except for subparagraphs 16), 18), 19) of paragraph 11); VI (except for subparagraphs 12)-24) of paragraph 12); VI (except for subparagraph 1), paragraphs a), b), c), d) of subparagraph 2), paragraph b) of subparagraph 3), subparagraph 11), paragraphs of the first and third subparagraphs 13), paragraph of the first subparagraph 14), subparagraphs 22)-35) clause 13) of the Collective Agreement does not apply to Employees of the central office and representative offices of the Company.

The benefits and guarantees provided for in subparagraph 1 apply to the recipients of the industry benefit) paragraph 13 of section VII and sub-paragraphs 2)-5), 9)-11) of paragraph 14 of section VIII of the Collective Agreement.

- 6. The provisions of the Collective Agreement are binding on the management and execution of the Parties. Neither Party has the right to unilaterally change or suspend any of the clauses of the Collective Agreement.
- 7. Amendments and additions to the Collective Agreement are made with the general consent of the Parties. The requirement of one of the Parties to start negotiations is mandatory for the other Party. All additions and changes made to the Collective Agreement are reviewed by a commission created from among

representatives of the Employer and the Trade Union, formalized by additional agreements signed by the Parties, which are an integral part of the Collective Agreement and have equal legal force.

The interpretation of the provisions of the Collective Agreement is carried out by mutual agreement of the Parties.

8. In case of expiration of the Collective Agreement, it is considered extended until the conclusion of a new Collective Agreement, but not more than for a period of up to one year, provided that at least one of the Parties has submitted a proposal to conclude a new Collective agreement before the expiration of its validity.

The collective agreement may be extended until the date of conclusion of a new Collective Agreement without limitation of the period established by the first paragraph of this paragraph.

The Collective agreement remains valid for the period of the Company's reorganization.

## Section III. Organization and rationing of labor, wages, surcharges and allowances

- 9. The employer undertakes:
- 1) to establish the minimum monthly wage rate of a first-class employee not lower than the minimum monthly wage established by the Law of the Republic of Kazakhstan on the Republican budget for the relevant financial year.

The monthly tariff rate of a worker should be determined in accordance with the tariff scale for the remuneration of workers of the Company's branches by multiplying the monthly tariff rate of a worker of the 1st category of the corresponding tariff scale by the established tariff (inter-digit) coefficient assigned to the Employee of the qualification category.

To ensure the share of the basic salary of at least 75 percent in the wages of Employees, excluding one-time incentive payments.

In accordance with the internal documents of the Employer, to apply as minimum wage guarantees for Employees of the Company - tariff rates and salaries determined based on a single basic tariff grid/salary scheme and regional coefficients (Appendix 3 to the Collective Agreement), used for calculating tariff grids / salary schemes. The unified basic tariff schedule/salary scheme and tariff schedules/salary schemes, considering regional coefficients, are determined by the Company's internal documents.

For Employees of the Company's branches located on the territory of the Russian Federation, the tariff rates (salaries) should be determined in rubles;

2) to establish for an employee who does not have a specialty and work experience, for the period of mastering the profession at the minimum level in the

profession for which he is accepted, if special training is not required for this profession;

- 3) to establish additional payments to tariff rates (official salaries) for Employees engaged in heavy work, work with harmful and (or) dangerous working conditions based on the results of certification of production facilities according to working conditions in accordance with Appendix 4 to the Collective Agreement;
- 4) in connection with changes related to the reorganization or changes in economic, technological conditions, working conditions and (or) reduction of production, notify Employees concerned with changes in labor standards no later than one month before the introduction of changes;
- 5) to adopt acts of the Employer by agreement or taking into account the opinion of Employees' representatives in accordance with Appendix 5 to the Collective Agreement;
- 6) the decision to increase/decrease the size of tariff rates (official salaries) should be made in compliance with the requirements of the Labor Code and based on the financial and economic capabilities of the Company;
- 7) ensure the payment of wages to the Company's Employees by the 10th day of the month following the settlement. Upon termination of the employment contract, payment of all amounts due to the

Employee should be made no later than three working days after its termination;

- 8) ensure timely transfer of mandatory pension contributions;
- 9) to establish remuneration using a coefficient for living in environmental disaster zones (Aral Sea region) in accordance with Appendix 6 to the Collective Agreement.

To pay Employees additional wages for living in the territories exposed to nuclear tests (Semipalatinsk Nuclear Test site), in accordance with Annex 6 to the Collective Agreement;

10) to increase by 15 (fifteen) percent the tariff rates (salaries) of workers – timers, electricians, senior electricians, road masters, senior road masters, bridge masters and repairers of artificial structures, to lower by 15 (fifteen) percent the established production standards of workers-pieceworkers at work constantly performed outdoors during the period especially difficult meteorological conditions (frosts, snowstorms, drifts, heat), and provide special breaks according to the established regulations:

at an air temperature of minus 25 degrees (Celsius) and below; in case of snowstorms and snowfalls leading to drifts, at temperatures below minus 10 degrees (Celsius);

at an air temperature above plus 35 degrees (Celsius).

The application of the above-mentioned conditions of payment and labor rationing should be carried out on the basis of meteorological reports issued by relevant acts,

and at stations and crossings where such reports are not available - on the basis of acts signed by station chiefs/ managers / responsible Employees for the actual days of outdoor work;

- 11) pay Employees at least one and a half hours of overtime based on the daily (hourly) tariff rate, including when calculating the total working time.

  By agreement of the parties, it is allowed to provide an Employee with rest hours for overtime at the rate of at least one hour of rest for one hour of overtime work.

  If the night time of work coincides with a holiday or weekend, wages are paid separately for night hours and for the hours of holidays or weekends.

  To calculate overtime hours, adjust the working time norm for hours of absence (temporary disability, paid annual leave, leave without pay, study leave);
- 12) pay for downtime for reasons beyond the control of the Employer and the Employee in an amount not lower than the minimum wage, due to the fault of the Employer in the amount of at least 50 (fifty) percent of the average salary of the Employee.

Downtime caused by the fault of the Employee is not subject to payment. To issue a simple act of the Employer in agreement with the Employee's representative, indicating the specific circumstances that led to the temporary suspension of work (reasons), the period, categories of Employees in respect of whom the simple is declared, the amount of payments, etc.

Notify Employees about the announcement of downtime no later than 15 (fifteen) calendar days in advance.

If a situation arises that poses a threat to the life or health of an Employee (if such a situation is confirmed by the Company's special safety and labor protection services, and in cases of conflict - by the State Labor Inspectorate), pay him the average salary for the entire period that was required to eliminate violations. Pay for duty at home, duty in a specially equipped room (room) in accordance with the acts of the Employer;

13) Employees who, along with their main job stipulated by an employment contract, perform additional work for another or the same position/profession or the duties of a temporarily absent Employee without being released from their main job, make an additional payment.

Additional work assigned to Employees can be carried out by:

- a) combining positions performing additional work for another vacant position by an Employee along with his main job provided for in an employment contract (job description);
- b) expansion of service areas performance by an Employee, along with his main work provided for in an employment contract (job description), additional work during the established working day (shift);

- c) performing (replacing) the duties of a temporarily absent Employee performing additional work by an Employee along with his main job provided for in an employment contract (job description), both for another and for the same position;
- d) combining professions performing by an Employee, along with his main job, provided for in an employment contract (job description), additional work in another profession.

Additional payments to Employees for the performance (replacement) of the duties of a temporarily absent Employee should not be made if the replacement of a temporarily absent Employee is included in the official duties of the substitute Employee.

Additional payments for combining positions, expanding the service area, performing (replacing) the duties of a temporarily absent Employee, combining professions are established by agreement with the Employee based on the amount of work performed in the amount of no more than 30 (thirty) percent of the tariff rate (salary) for the main job.

In accordance with the acts of the Employer, to make:

- e) an allowance to Employees of the Company awarded with the Kasibi boyynsha Uzdik badge within 12 months from the date of publication of the Employer's act on encouragement;
- f) a monthly allowance for the leadership of the team (for foremen from among the workers who are not exempt from their main work);
- g) a monthly salary supplement in the amount of 10 (ten) percent of the tariff rate (official salary) for employees awarded the badge of "Honorary Railway Worker".
- 14) to provide in the remuneration system the following types of bonuses for the calendar period to all categories of Employees of the Company:
- based on the results of work for the month/quarter/half-year;
- per year (due to savings in funds allocated for labor);
- one-time bonuses for the Day of the Republic of Kazakhstan, Independence Day of the Republic of Kazakhstan, Nauryz Meiramy, as well as for the professional holiday Day of Transport Workers in an aggregate amount not exceeding 10 minimum wage (minimum wage established by the Law of the Republic of Kazakhstan on the Republican budget for the corresponding year). A one-time bonus is paid to employees who are on the staff of the Company's branches, with the exception of the following categories of employees who are on the date of issuance of the award order in:
- a) additional leave without pay to care for a child until he reaches the age established by the legislation of the Republic of Kazakhstan;
- b) long-term leave of more than 30 (thirty) calendar days without pay by agreement of the parties on the basis of an Employee's application;

c) those released from work for the period of compulsory military service (for whom the place of work remains).

At the same time, the payment of the above types of bonuses is made based on the financial and economic capabilities of the Company;

- 15) for the calculation of bonuses (with the exception of bonuses using the labor participation coefficient), the time spent on paid annual labor leave (working days), the period of stay on a business trip (including advanced training courses), study leave are included in the actual time worked;
- 16) establish, in connection with the cancellation of free travel tickets and preferential fuel provision, a monthly allowance for:
  - a) Employees who work and live:
- at Class 5 stations, sidings and overtaking points, in the amount of 4 (four) MCI (monthly calculation index established by the Law of the Republic of Kazakhstan on the republican budget for the corresponding year);
  - at Class 4 stations, in the amount of 3 (three) MCI;
  - at Class 3 stations, in the amount of 2 (two) MCI;
- b) Employees residing at stations of class 3, 4 or 5, sidings and overtaking points, but working at other stations of class 3, 4 or 5, sidings and overtaking points in the amounts determined by paragraph a) of this subparagraph, at the place of residence of the Employee;
- c) Employees living within the rural district, on the territory of which there is a class 3, 4 or 5 station, a crossing, an overtaking point (the Employee's place of work) and, subject to the absence of housing at the above-mentioned stations, crossings and overtaking points in the amounts determined by paragraph a) of this subparagraph, at the Employee's place of work;
- 17) to purchase and deliver fuel (household coal) to Employees and Pensioners living at stations, sidings and overtaking points, with subsequent reimbursement by them of the Employer's expenses for the purchase and delivery of fuel (household coal);
- 18) make allowances to Employees for work that is constantly performed within the serviced areas, related to the movement or performance of work en route, having a traveling nature, established by an employment contract (Appendix 7 to the Collective Agreement);
- 19) pay qualified Employees who are not exempt from their main job, who, with their consent, are engaged by the order of the heads of the Company's branches to train other Employees (monthly), for the work of training one accepted or transferred Employee in the amount of 25 (twenty-five) percent of the tariff rate (salary).

To make additional payments to qualified Employees who are not exempt from their main work, who, with their consent, are attracted by the order of the heads of the Company's branches to mentor students of educational organizations implementing educational programs of higher, technical and vocational education in railway specialties, undergoing industrial practice within the framework of concluded memoranda /agreements on cooperation with educational organizations, in the amount of 15 (fifteen) percent from the tariff rate (salary) for each month of mentoring in accordance with the acts of the Employer;

20) involve Employees to perform work on weekends and holidays at the initiative of the Employer with the written consent of the Employee or at his request, except in cases provided for by the Labor Code of the Republic of Kazakhstan, and Employees working on a shift schedule based on an act of the Employer.

Make payments for work on weekends and holidays at least twice the amount based on the daily (hourly) the Employee's rates or, at the request of the Employee, provide him with another day of rest with payment in a single amount.

#### Section IV. Working hours, rest time, labor, and other vacations

- 10. The employer undertakes to:
- 1) to ensure the duration of working hours in accordance with the legislation of the Republic of Kazakhstan.

Employees of the Company's branches, whose location is on the territory of the Russian Federation, should be provided with days off and holidays in accordance with the legislation of the country of their location;

- 2) provide an Employee with one break for rest and meals of at least half an hour during daily work (work shift);
- 3) to establish for Employees with disabilities of groups 1 and 2 a reduced working time for a 6–day working

week - 36 hours, for a 5-day working week - 35 hours with full pay.

To establish additional paid annual leave of at least 15 (fifteen) calendar days for persons with disabilities of groups 1 and 2;

4) for Employees engaged in continuous work, where, according to the conditions of production, the established daily or weekly working hours cannot be observed, in agreement with the Employee (Employee representative), a cumulative accounting of working hours with an accounting period of a month, quarter should be introduced. The norm of working hours for the accounting period is determined based on the balance of working hours for a six-day working week.

Regulation of working hours and rest time should be carried out on the basis of an approved shift schedule for the entire accounting period, while the number of rest days in the accepted accounting period should be equal to the number of days off of this accounting period;

- 5) Employees engaged in shift work, for work on the first day of Eid al-Adha according to the Muslim calendar, January 7 Orthodox Christmas, pay in accordance with subparagraph 20) of paragraph 9 of the Collective Agreement, or at the request of the Employee, provide him with another day of rest with payment in a single amount;
- 6) when introducing a part-time work regime, calculate the average daily (average hourly) earnings to pay for vacation (compensation for unused vacation) based on the actual time worked;
- 7) provide Employees with basic paid annual leave with retention of their place of work (position) in accordance with Appendix 8 to the Collective Agreement.

The order of granting vacations to Employees should be set according to an approved schedule, taking into account the production process.

When drawing up vacation schedules, grant the preferential right to use basic paid annual labor leave at a convenient time for Employees who raise preschool and primary school-age children, children with disabilities alone, as well as Employees raising 4 (four) or more children.

In case of withdrawal of an Employee from paid annual leave (with his consent), unused days of work leave should be provided at another time in the current year or attached to the work leave for the next working year, or compensation should be paid.

Withdrawal from paid annual leave of an Employee under the age of eighteen, pregnant women who have provided a pregnancy certificate, and Workers engaged in heavy work, work with harmful and (or) dangerous working conditions is not allowed.

To pay for annual work leave no later than 3 (three) working days before its start, and in the case of granting work leave outside the vacation schedule – no later than 3 (three) working days from the date of its provision;

8) when granting paid annual leave, an employee is paid a vacation allowance of no more than one (th) monthly tariff rate (official salary) once a year.

At the same time, it is allowed to pay the specified vacation allowance twice a year in the case when the calculation of the average salary (vacation pay) retained for the period of labor leave, which begins in January of the following year, must be made in December of the current year.

A newly hired Employee, an employee who has come out of leave without pay for a period of 6 months or more, who has come out of leave without pay for caring for a child before he reaches 3 (three) years, a vacation allowance is paid no earlier than 6 months from the date of taking/leaving work leave. In the case of granting paid annual leave in parts, the vacation allowance is paid to the Employee at a time, in full, simultaneously with the accrued amount of vacation pay;

9) provide Employees engaged in heavy work, work with harmful and (or) dangerous working conditions with additional paid annual leave of at least six calendar days in accordance with Appendix 9 to the Collective Agreement.

Additional paid annual leave is provided to Employees whose work in difficult, harmful and (or) dangerous conditions is confirmed by the results of certification of production facilities according to working conditions.

In case of failure by the Employer to certify production facilities according to working conditions, as well as for workplaces that are not subject to certification, additional paid annual leave is provided in full according to the List of industries, workshops, professions and positions, the list of hard work, work with harmful and (or) dangerous working conditions, work in which gives the right to reduced working hours, additional paid annual leave and increased wages approved by the authorized body;

- 10) when sending an Employee to study under master's, postgraduate and doctoral (PhD) programs in full-time education within the framework of a grant awarded by the Employer in accordance with the acts of the Employer, the Employee is granted leave without pay, as well as other guarantees provided for by internal regulatory documents of the Employer;
- 11) to grant an Employee, on the basis of a written application, leave without pay in accordance with the norms of the Labor Code;
- 12) to maintain full-time working hours (full working week) for Employees who have 3 years or less left before reaching retirement age, provided that the income for pension accrual does not exceed the income indicator for calculating pension payments by age established by the legislation of the Republic of Kazakhstan for the relevant financial year;
  - 13) provide Employees with additional paid annual work leave:
- a) those working and living in environmental disaster zones (for radiation risk zones) in accordance with Annex 6 to the Collective Agreement;
- b) for work experience in railway transport organizations for more than three years -2 (two) days for each subsequent year, but not more than 6 (six) calendar days;
- c) Employees residing in the territory of the Russian Federation, for work experience in railway transport organizations for more than five years -2 days;
  - d) technical inspectors on labor protection up to 3 (three) working days;

Additional paid annual work leave is not included in the main paid annual work leave, the calculation and payment for them are made in the same manner as the calculation of the payment of the main paid annual work leave;

14) provide Employees with paid social leave:

- a) in connection with the death of parents, spouse, children, brothers, sisters, grandfathers, grandmothers, grandchildren of the Employee -3 (three) working days for burial (leave is provided on the date of the event);
- b) in connection with the wedding 3 (three) working days (leave is granted on the date of the event);
- c) in connection with the birth, adoption of a child 3 (three) working days (leave is granted within one year from the date of birth / adoption of the child). If the family members entitled to social leave are Employees of the Company, social leave is granted to one of them;
  - d) upon presentation of supporting documents:

to students in organizations of secondary and higher professional education, on-the-job, for the period of the session, preparation and defense of graduation projects, passing final exams.

Payment is made subject to the fulfillment of the curriculum, confirmed by the relevant document of the educational organization, based on the average salary calculated in accordance with the law, but not more than 20 (twentyfold) MCI for the entire period of study leave;

- e) Employees to undergo screening studies while maintaining their place of work (position) and average salary in the manner and amount determined by the legislation of the Republic of Kazakhstan for no more than 3 (three) working days during the year;
- f) for medical registration for pregnancy up to twelve weeks at least 3 (three) working days;
- g) those who have children with disabilities for the next medical and social examination during the re-examination in the authorized body for no more than 4 (four) working days. If both parents of a child with a disability are Employees of the Company, then additional leave is granted only to one of them;
- 15) in case of remote (remote) work, enter into an additional agreement with the Employee.

The procedure for organizing and carrying out remote work by Employees is determined by the internal documents of the Employer, developed in accordance with the requirements of the legislation of the Republic of Kazakhstan and agreed by the Trade Union.

For employees engaged in remote work, a fixed accounting of working hours is established, the specifics of which are defined in the employment contract.

The procedure for compliance by Employees engaged in remote work with the requirements for safety and labor protection, as well as for ensuring the safe performance of work duties, is determined by an act of the Employer;

16) establish a part-time working regime for a pregnant woman, one of the parents (adoptive parent, adoptive parent) with a child (children) under the age of

three, as well as an employee caring for a sick family member in accordance with a medical opinion, upon their written application.

# Section V. Employment, social protection, vocational training and retraining of dismissed Employees

- 11. The employer undertakes to:
- 1) to carry out employment in accordance with the labor legislation of the Republic of Kazakhstan, with mandatory familiarization of the Employee with working conditions, internal labor regulations and the Collective Agreement;
- 2) ensure the conclusion of employment contracts with Employees, when hiring them, in accordance with their profession, qualifications and make additions to the employment contract in case of changes in working conditions;
- 3) to conclude employment contracts with Employees when hiring in accordance with the requirements of the Labor Code;
  - 4) when concluding employment contracts with Employees, provide for:
- a) a description of working conditions, a list of harmful and dangerous factors in the workplace;
- b) standards for the provision of workwear, safety shoes, personal protective equipment, detergents necessary to perform certain work;
- c) the procedure for granting vacations or paying compensation for unused work leave;
- d) the use of the following work modes for certain professions of workers, positions of specialists and employees in accordance with the acts of the Employer: duty at home or in a specially equipped room at the facility within the established norm of hours, flexible working hours, part-time;
- 5) to grant the preferential right to remain at work when reducing the number or staff of Employees:
- a) Employees who are the only breadwinners or raising children with disabilities;
  - b) parents of large families with four or more children;
- c) Employees who have worked in railway transport: men at least 25 years; women at least 20 years;
  - d) awarded the badge of "Honorary Railwayman";
- e) innovators who have been active in innovation activities for many years, provided they have implemented at least five innovation proposals per year.

When reducing staff or numbers, do not allow the termination of employment contracts with two Employees from the same family (husband, wife), except in the case of termination of the Employer's activities;

- 6) upon the abolition of a structural division of the Company, reduction of staff or number of Employees:
- a) provide the career center (labor mobility center) in writing or through the electronic labor exchange with full information about the upcoming release of Employees in connection with the liquidation of the Employer, reduction in the number or staff, reduction in the volume of production and work performed and services that led to a deterioration in the economic condition of the Employer, the number and categories of Employees that it may affect, indicating the positions and professions, specialties, qualifications and the amount of remuneration of the released Employees and the time during which they will be released, at least one month before the start of release;
- b) provide an Employee with one day a week or two hours during each working day for self-employment;
- c) pay compensation payments in connection with job loss in accordance with the Labor Code and additional compensation in the amount of two average monthly salaries. At the same time, additional compensation in the amount of two average monthly salaries (retained for the period of job search) should be paid to persons who have worked in railway transport organizations for at least five years and have provided a certificate of registration (registration) to a career center (labor mobility center).

Payments are made in the amount of one average monthly salary at the end of each month after the termination of the employment contract (for the first and second months), subject to the provision of a certificate of registration (registration) career Center (labor mobility center) for each month.

In the absence of career centers at stations, crossings, grant the head of the structural unit the right to apply to the Company's management for additional compensation due to the lack of job vacancies in the locality;

7) guarantee work in the Company's branches to Employees who have worked in railway transport organizations for at least 20 years, three years before the right to retire by age, with the exception of Employees whose employment contracts are terminated on the grounds provided for in subparagraphs 4), 8) - 18), 21), 22) item 1 of Article 52 of the Labor Code.

Termination of an employment contract with Employees before reaching the retirement age established by legislative acts of the Republic of Kazakhstan, which have less than three years left, on the grounds provided for in subparagraphs 2) and 4) of paragraph 1 of Article 52 of the Labor Code, is not allowed, without a positive decision of the commission established as necessary.

The commission consists of an equal number of representatives from the Employer and Employees, is created by an act of the Employer, the decision is drawn up by the minutes of the commission meeting;

8) to regulate the number of employees in the event of a decrease in the volume of work, reorganization, restructuring, transformation primarily by:

the natural outflow of personnel and the temporary restriction of their admission;

measures for retraining, retraining of personnel at the expense of own funds; relocation of personnel within departments to vacant jobs;

the use of temporary and seasonal employment of Employees;

the use of part-time work as a temporary measure, an alternative to the termination of an employment contract;

relocation within structural divisions, relocation to a new place of work with the provision of housing or conditions for its preferential purchase, payment for travel of Employees and their family members and other benefits by agreement of the Parties;

transfer with the consent of the Employee to another permanent lower-paid job with the preservation of the average salary at the previous place of work within three months from the date of transfer;

- 9) when increasing the number of Employees, inform Employees who have been laid off due to staff reductions in the last six months about this, sending them notifications about available vacancies (if the Employee has not contacted the Employer within 10 days after receiving the notification, then he loses the right to preferential employment);
- 10) to ensure preferential employment of released Employees for vacant jobs with appropriate retraining. Retraining of Employees (training in other professions) should be carried out at the expense of the Employer with payment of 75 (seventy-five) percent of their average earnings during training;
- 11) the imposition of disciplinary penalties by the Employer on members of elected trade union bodies who are not exempt from their main work, subject to the general procedure for imposing disciplinary penalties, taking into account the reasoned opinion of the trade union body of which these persons are members.

Not to bring to disciplinary responsibility the heads (chairmen) of a trade union body who are not released from their main work without a reasoned opinion of a higher trade union body, except in cases of termination of an employment contract at the initiative of the Employer during the liquidation of the Company.

Termination of an employment contract at the initiative of an Employer with members of elected trade union bodies who are not exempt from their main work is allowed subject to the general procedure for termination of an employment contract, taking into account the reasoned opinion of the trade union body of which these persons are members, except in cases of liquidation of the Employer. An employment contract with the head (chairman) of a trade union body who has not been released from his main job cannot be terminated at the initiative of the Employer without a

reasoned opinion from a higher trade union body, except in cases of liquidation of the Employer.

The procedure for providing a reasoned opinion of the trade union body is provided in Appendix 10 to the Collective Agreement;

- 12) notify the relevant trade union bodies no later than one month in advance of their intentions to abolish the structural divisions of the Company, while including Trade Union representatives in the relevant commissions or working groups;
- 13) to keep the place of work (position), wages at the place of work for Employees who are subject to conscription for military service or military training, during the period of passing a medical commission, if there is a summons to local military authorities, and for the period of military service or military training to provide leave without pay.

An employee who retained his place of work (position) for the period of compulsory military service or military training, no later than one month from the date of exclusion from the lists of a military unit in connection with dismissal from military service or the end of military training must begin his work duties;

- 14) upon termination of an employment contract at the initiative of the Employer due to the Employee's inconsistency with his position or work due to insufficient qualifications, be based on the decision of the attestation commission, which must include a representative of the Employee. The procedure, conditions and frequency of certification of Employees are determined by the act of the Employer;
- 15) when conducting reviews on violation (non-performance / improper performance of official duties) of labor discipline with an Employee who is a member of a Trade union, it is mandatory to ensure the participation of a representative of the Trade Union;
- 16) to consider individual labor disputes, to create, on a parity basis, from an equal number of representatives from the Employer and Employees, conciliation commissions in the central office of the Company, its branches, representative offices and other separate structural divisions.

The quantitative composition of the members of the conciliation commission, the procedure for its work, the content and procedure for making a decision by the conciliation commission, and the term of its powers are established by the regulation on the conciliation commission (annex 11 to the Collective Agreement);

- 17) to prevent the extension of the employment contract upon reaching retirement age in accordance with the legislative acts of the Republic of Kazakhstan with Employees engaged in heavy work, work with harmful and (or) dangerous working conditions;
- 18) upon termination of the employment contract at the initiative of the Employer, in case of non-compliance of the Employee with the position held or the work performed due to a state of health that prevents the continuation of this work

and excludes the possibility of its continuation on the basis of a medical opinion, make a compensation payment to the Employee in the amount of three average monthly salaries;

19) to prevent, in cases of reduction in the number or staff of Employees, termination of employment contracts at the initiative of the Employer with pregnant women, women with children under the age of three, single mothers raising a child under the age of fourteen (a child with a disability under eighteen), other persons raising the specified category of children without a mother.

### Section VI. Occupational safety and health

- 12. The employer undertakes to:
- 1) ensure the development of measures to improve labor protection conditions, taking into account the reasoned opinion of the relevant trade union body and the implementation of these measures:
- a) annually allocate funds in the amount of at least 1 percent of the wage fund for the purpose of improving working conditions at workplaces, excluding the cost of special clothing and shoes for Employees, supplying them with preventive treatment products, detergents and disinfectants, a first-aid kit, milk or equivalent foodstuffs, and (or) specialized products for dietary (therapeutic and preventive) nutrition, means of individual and collective protection;
- b) to carry out periodic certification of production facilities with the participation of representatives of Employees according to working conditions in accordance with the requirements of the labor legislation of the Republic of Kazakhstan;
- c) take measures to re-equip or eliminate the workplace when classifying working conditions as harmful and dangerous production factors on the basis of proposals from the attestation commission;
- d) according to the results of the certification of workplaces according to working conditions, Employees engaged in heavy work, work with harmful and (or) dangerous working conditions, in accordance with the degree of harmfulness of the work, should be given dairy or other equivalent products for preventive purposes with appropriate documents issued by authorized bodies and confirming their purpose as dietary preventive nutrition for personnel working under harmful working conditions, Employees in contact with harmful chemicals (Appendix 12 to the Collective Agreement). Milk should be given 0.5 liters per shift, regardless of its duration, on days of actual employment in jobs related to the production or use of chemicals. In the case of milk replacement with equivalent food products, use them in a dose that replaces milk and in the manner specified in the appendix to the certificate of state registration of the product. In addition to milk, workers in contact with inorganic lead

compounds should be given natural fruit juice with pulp in a volume of 0.25-0.30 liters. Amendments and additions to Appendix 12 to the Collective Agreement are made based on the results of workplace certification;

- e) make appropriate adjustments to the technological processes of workshops, sites and workplaces with each change in the number of employees;
  - 2) to ensure in the workplace:
  - a) safe working conditions;
  - b) necessary sanitary and hygienic conditions;
  - c) monitoring of the state of occupational safety and health;
- d) timely informing the labor collective about the state of safety, working conditions and labor protection.

In case of failure to ensure safe working conditions at the workplace, do not involve Employees in the performance of duties.

- 3) to prevent the admission of women and persons under 18 years of age to heavy work and work with harmful working conditions in accordance with the regulations of the authorized body;
- 4) provide Employees with detergents, disinfectants and other personal protective equipment, as well as workwear, safety shoes in accordance with established standards in the following terms: summer until April 15, winter until October 1.

To keep the workwear and safety shoes issued to an Employee upon termination of an employment contract with an Employee upon reaching retirement age or in accordance with an internal document of the Company providing for the procedure for early retirement, without deduction of residual value.

In case of premature wear of personal protective equipment, make their early replacement.

To establish a monthly rate of soap delivery to Employees engaged in work with contamination of the body and hands, at least 500 grams according to the list of professions of Employees approved by the act of the Employer.

When combining professions, diverting to technological, repair and construction and other auxiliary work not related to the performance of the main work, provide additional personal protective equipment provided by the standards for the performance of these works;

- 5) to produce, according to established standards and in accordance with the season, free issuance of uniforms with the prescribed insignia and accessories (cap, earflap hat, pill beret, felt beret, shirt, blouse, tie, shoes) Employees associated with train traffic and passenger service, for whom wearing it during working hours is mandatory in accordance with regulatory documents of the authorized body and acts of the Employer;
  - 6) provide food:

Employees of the Company who carry out work on snow removal, sand removal, water removal, emergency response, elimination of consequences of other natural disasters, as well as emergency recovery work to restore train traffic;

Workers of restoration, fire trains when performing restoration, repair, fire and other emergency work with an allowance for the traveling nature of the work;

Employees of the mechanized track distance.

Provide funds for food in the amount of at least 0.5 MCI per day with continuous work of at least 4 hours for each Employee involved in these works;

- 7) provide drinking water to Employees of the Company's branches who perform work on the stages;
- 8) to deliver Employees working at stations of 2,3,4,5 classes, sidings, checkpoints, stations Zhanaarka, Tobol, Oskemen-1, Shubarkol, Altynkol by official transport to the place of work / to the place of departure of suburban trains for direction to the place of work, and at the end of it to the place of residence, provided the Employee lives at a distance more than 2 (two) kilometers from the place of work and there is no public transport. In the absence of official or on-duty vehicles, set a monthly surcharge of 2 (two) MCI;
- 9) establish a monthly allowance of 2 (two) for employees working at stations of 3,4,5 classes, traveling if it is impossible to return to their place of residence after a shift while waiting for railway transport for more than 1 (one) hour MCI (when confirming the timetable of the train schedule).
  - 10) ensure:
- a) periodic medical examinations and examinations of Workers engaged in heavy work, work with harmful and (or) dangerous working conditions, as well as Workers associated with train traffic in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

During the period of periodic medical examinations at the expense of the Employer, Employees who are required to undergo them in accordance with the Labor Code retain their place of work (position) and average salary;

b) the passage of pre-shift/pre-trip and post-shift /post-trip medical examinations by Employees engaged in work related to increased danger, machines and mechanisms.

The list of professions requiring pre-shift/pre-trip and post-shift/post-trip medical examinations is determined in accordance with the approved regulatory legal act of the authorized body;

11) provide 8 (eight) hours per month to technical inspectors for occupational safety and health to carry out internal control over compliance with occupational safety and health while maintaining average earnings at the place of main work.

To encourage particularly distinguished technical inspectors on labor protection on the joint recommendation of the head of the structural unit and the trade union committee.

To ensure, at least once every three years, the training of a technical labor protection inspector on safety and labor protection issues in organizations engaged in professional training, retraining and advanced training of personnel;

- 12) do not allow persons who do not use issued overalls, safety shoes and other personal protective equipment to work;
- 13) in the absence of a medical examination point, make payment of travel expenses (per diem, travel, accommodation) and keep the average monthly salary for Employees of branches living at stations and crossings, except for new entrants to work, during their next mandatory medical examination;
- 14) to keep the salary for a person with a disability on the days of the next medical and social examination during the re-examination in the authorized body. At the same time, the payment should be made no more than two working days in advance;
- 15) pay a one-time allowance, including compensation for moral damage, to an employee who has completely or partially lost his ability to work as a result of an accident at work or an occupational disease, or to persons entitled to it, in accordance with the legislation of the Republic of Kazakhstan in the amount of:

in the event of the death of an Employee, in the amount of ten times the annual earnings of the Employee, but not more than 10,000 (ten thousand) MCI;

recognized as a person with a disability of 1 or 2 groups in the amount of five times the annual salary, but not more than 5,000 (five thousand) MCI;

a recognized person with a disability of 3 groups in the amount of twice the annual salary, but not more than 2,000 (two thousand) MCI;

To an employee when determining the degree of permanent disability without establishing disability in the amount of annual earnings, but not more than 1,000 (thousand) MCI.

If the disability group is changed, the amount of the lump-sum benefit is not recalculated;

16) compensate for the harm caused to the life and health of an Employee in the performance of his labor (official) duties, as well as expenses caused by damage to health, for treatment, additional nutrition, purchase of medicines, prosthetics, outside care, sanatorium treatment, purchase of special vehicles, preparation for another profession, etc., if recognized that the specified Employee needs these types of assistance and does not receive them for free.

Payment of expenses for treatment, sanatorium treatment should be made at the actual cost of the person entitled to compensation for damage caused in the performance of labor (official) duties, upon provision of supporting documents. To

compensate for the costs of sanatorium treatment on vouchers in sanatoriums located on the territory of the Republic of Kazakhstan, as well as on vouchers in sanatoriums located outside the Republic of Kazakhstan, if the person entitled to compensation for harm, for health reasons, needs to receive sanatorium treatment not provided in the Republic of Kazakhstan.

To pay for the expenses of an Employee who is entitled to compensation for damage caused to his health during the performance of work duties for prosthetics, an agreement is concluded with organizations that have the right to install prostheses in accordance with the procedure established by the legislation of the Republic of Kazakhstan and provide a warranty period for the operation of prostheses in the form set out in Appendix 13 to the Collective Agreement.

Outsider (special medical and household) care can be provided by both a social worker and a family member.

The amount of reimbursement is determined depending on the nature of the required care and is set for persons with disabilities in need:

- in extraneous special medical care in the amount of 30 (thirty) MCI;
- in a foreign household in the amount of 20 (twenty) MCI.

On the basis of an individual rehabilitation program for a person with a disability, the conclusion of a medical and social examination, allocate funds to persons with disabilities who have received an occupational injury or occupational disease in connection with the performance of their work duties:

- a) purchase of special vehicles in accordance with Annex 14 to the Collective Agreement;
- b) purchase of special means of transportation in accordance with Appendix 15 to the Collective Agreement.

Persons with disabilities who have received funds for the purchase of special vehicles are also allocated funds for the overhaul of a special vehicle and gasoline in accordance with annex 14 to the Collective Agreement.

The victim, who needs several types of assistance, is reimbursed for the costs associated with receiving each type of assistance;

- 17) ensure the employment of persons with disabilities of the 3rd group who have suffered an occupational injury, and, if necessary, their retraining;
- 18) upon detection of an occupational disease, transfer an Employee to another job according to a medical opinion, while maintaining the average salary, until the restoration of working capacity or the establishment of disability;
- 19) annually recalculate the amounts paid in compensation for damage in connection with the Employee's injury, occupational disease or other damage to health in the performance of work duties in accordance with the procedure established by the legislation of the Republic of Kazakhstan;

- 20) provide Employees working outdoors in the cold season with ten minutes for heating during each hour of work. This time should be included in working hours. Provide these Employees with an equipped room for heating and recreation;
- 21) transfer an Employee to another workplace in case of suspension of work at the request of authorized state bodies, while maintaining the average salary;
- 22) consider the Trade Union to be the authorized representative of the injured Employee who is a member of the Trade Union, except in the case when the victim or his relative determines his representative;
- 23) establish standards for the issuance of special clothing and safety shoes in newly organized industries, taking into account the specifics of their work;
- 24) provide compulsory insurance of Employees against accidents in the performance of their work (official) duties;
- 25) develop comprehensive measures aimed at improving occupational safety and health, taking into account the consultation and participation of Trade Union bodies, production councils and/or employee representatives at all relevant levels and in all structural divisions;
- 26) to carry out quality control during the acceptance of workwear, safety shoes and personal protective equipment with the participation of Employee representatives.

### Section VII. Social package for Company Employees

- 13. The employer undertakes to:
- 1) pay one-time compensation for work experience in the railway industry: less than 5 years in the amount of 25 (twenty-five) percent of the official salary (tariff rate); more than 5 years in the amount of the official salary (tariff rate):
- a) Employees upon termination of an employment contract in connection with retirement due to disability of groups 1 and 2;
- b) Employees upon termination of an employment contract upon reaching the retirement age established by legislative acts of the Republic of Kazakhstan
- c) recipients of an industry benefit upon reaching the retirement age established by legislative acts of the Republic of Kazakhstan.

To increase one-time compensation by 50 (fifty) percent for those awarded the Honorary Railway Worker badge;

- 2) provide financial assistance to:
- a) Employees in connection with the death of parents, spouse, children of the Employee in the amount of 70 (seventy) MCI;

Financial assistance is provided to one applicant from family members who are eligible for financial assistance.

b) Employees in connection with the birth, adoption of a child – in the amount of 40 (forty) MCI, and Employees working at stations of grades 4, 5 and traveling - in the amount of 50 (fifty) MCI;

Financial assistance is paid for each child.

- c) Employees in connection with the registration of marriage in the amount of 30 (thirty) MCI within the allocated funds in the budget;
- d) for burial in connection with the death of an Employee to one of the family members of the Employee or to the person performing the burial in the amount of 150 (one hundred and fifty) MCI.

In the branches of the Company, whose location is on the territory of the Russian Federation, financial assistance is provided in rubles, equivalent to the MCI established in the Republic of Kazakhstan.

Applications for financial assistance must be submitted no later than 90 (ninety) days from the date of receipt of supporting documents on the occurrence of the event.

Financial assistance is provided in the amount of the established MCI indicator on the date of the event.

If the family members who are eligible for financial assistance are Employees of the Company, help should be provided to one of them;

- 3) reimburse no more than once a year the costs of paying for travel by rail:
- a) Employees of the Company (with the exception of those awarded the badge of "Honorary Railwayman") and one of their dependents no higher than the cost of travel in a compartment car of a passenger train, as well as in trains formed from "Talgo" wagons in a carriage no higher the cost of travel of the Tourist class;
- b) Employees of the Company who have been awarded the badge of "Honorary Railwayman" and one of their dependents does not exceed the cost of travel in a sleeping car of a passenger train, as well as in trains formed from Talgo wagons in a Business class carriage.

Employees are reimbursed for the costs of paying for travel by rail there and back, while, in the absence of the possibility of purchasing travel documents (tickets) from the departure station, reimbursement of travel expenses can be made on the basis of a travel document (ticket) purchased at other stations along the same track on railway transport across the territory of the Republic of Kazakhstan and the member States of the Commonwealth of Independent States.

In the absence of direct trains, a transit trip and transfer to trains of the desired direction are allowed no more than twice in one direction (round trip).

The transit transfer time should not exceed 72 (seventy-two) hours.

Reimbursement to Employees of expenses for round-trip rail travel can be made twice a year if the date of purchase of the last travel document falls on December of the reporting period, and an application for reimbursement of expenses

for rail travel is sent by an Employee in January of the following year for the reporting year, and provided that in the reporting year the reimbursement No expenses were incurred to pay for travel by rail to this Employee.

When reimbursing the travel expenses of an Employee's dependent in one person (unaccompanied by the Employee himself), the Employee is entitled to reimbursement of expenses in the event of his (her) trip without a dependent. An employee can assign the right of way to his child under 23 years old, who is on full-time education in educational institutions (if there is a certificate).

At the request of the Employee (instead of the right to reimbursement of travel expenses once a year), reimburse expenses for travel on passenger and suburban trains for one year at the rate of two trips per month (round trip) of no more than 150 (one hundred and fifty) km one way.

The procedure for reimbursement of railway travel expenses is determined by the Company's internal documents;

- 4) within the allocated funds of the Company's budget:
- a) to provide Employees with vouchers on preferential terms for sanatorium and resort rehabilitation in health centers of the Republic of Kazakhstan and neighboring countries;
- b) To provide financial assistance in the amount of 60 (sixty) to employees with at least 5 years of experience in railway transport, in the presence of medical indications, a completed sanatorium card, a paid voucher bill MCI, for branches of the Company located on the territory of the Russian Federation in rubles, equivalent to the MCI established in the Republic of Kazakhstan (except for vouchers provided by the Company on preferential terms to sanatoriums providing sanatorium-resort health services).

Vouchers and financial assistance for sanatorium and resort rehabilitation are provided to Employees of the Company's branches whose monthly tariff rates (official salaries) do not exceed 150 (one hundred and fifty) MCI with the exception of Employees engaged in heavy work, work with harmful and (or) dangerous working conditions and the category of persons defined in the Company's internal documents.

The procedure for providing vouchers/financial assistance for sanatorium and resort rehabilitation is determined by the internal documents of the Company;

5) within the allocated funds of the Company's budget, once every 24 (twenty-four) months, reimburse expenses for dental prosthetics in the amount of 20 (twenty) MCI for employees with at least 20 years of experience in railway transport.

Employees of the Company's branches located on the territory of the Russian Federation - in rubles, equivalent to the MCI established in the Republic of Kazakhstan.

Reimbursement of expenses for dental prosthetics is made on the basis of documents confirming the provision of dental prosthetics services (invoice, certificate of work performed and fiscal receipt);

- 6) develop and implement a program to improve the provision of drinking water to workers living at small stations, traveling;
- 7) to provide young railway specialists who have arrived for work on distribution, and Employees wishing to transfer, with the exception of invited Employees, to stations of grades 3, 4, 5, overtaking points and sidings, financial assistance for the arrangement in the amount of 40 (forty) MCI, and during the first two years of work to produce 20 (twenty) percent surcharge to the tariff rates.

For those who arrived to work at stations of classes 3, 4, 5, overtaking points and sidings, the location of which on the territory of the Russian Federation is in rubles, equivalent to the MCI established in the Republic of Kazakhstan;

8) allocate funds for the training of Employees and their children in organizations of higher and secondary vocational education in high-demand technical specialties of the railway profile in accordance with the internal documents of the Employer based on the financial and economic capabilities of the Company.

To carry out measures to train Employees in the basics of labor legislation of the Republic of Kazakhstan;

9) to provide a one-time incentive to Employees in the amount of the monthly tariff rate (salary) in connection with the onset of anniversaries: women - 55 years, men - 60 years, with work experience in the railway industry for men for at least 20 years, women for at least 15 years.

A one-time incentive is made in the amount of the monthly tariff rate (official salary) on the date of the event.

Applications for a one-time incentive must be submitted no later than 90 (ninety) days from the date of the event.

- 10) to provide, in connection with the celebration of International Women's Day on March 8, one-time encouragement to women, including women who are on additional leave without pay to care for a child until they reach the age established by the legislation of the Republic of Kazakhstan, in the amount of no more than 8 (eight) MCI within the allocated funds in the Company's budget;
- 11) pay maternity leave, leave to Employees who have adopted a newborn child (newborn children), while maintaining the average salary, minus the amount of social benefits in case of loss of income in connection with pregnancy and childbirth, adoption of a newborn child (newborn children) in accordance with the legislation of the Republic Kazakhstan.

Applications for maternity leave, leave to Employees who have adopted a newborn child (newborn children), with the preservation of the average salary, minus the amount of social benefits in case of loss of income due to pregnancy and

childbirth, adoption of a newborn child (newborn children) must be submitted no later than 90 (ninety) days from the date of occurrence of events;

- 12) consider the possibility of introducing sectoral benefits to Employees engaged in work with harmful and (or) dangerous working conditions, as well as those related to train safety, no earlier than 3 years before they reach retirement age, with the exception of Employees who have terminated employment contracts by agreement of the parties in accordance with the internal documents of the Company and its subsidiaries providing for the procedure for early retirement;
- 13) to provide financial assistance in the amount of no more than 250 (two hundred and fifty) within the allocated funds in the Company's budget MCI when events of exceptional importance occur that entail unforeseen material costs to Employees and families of Employees of the Company who died as a result of an industrial accident.

Employees of the Company's branches located on the territory of the Russian Federation, families of Employees of the Company's branches located on the territory of the Russian Federation who died as a result of an industrial accident, should provide financial assistance in rubles equivalent to the MCI established in the Republic of Kazakhstan.

The procedure for providing financial assistance is determined by the Company's internal documents;

14) in order to provide social support, attract and consolidate highly qualified personnel, provide housing to Employees on preferential terms in accordance with the acts of the Employer.

To secure personnel at linear stations and separate points, provide measures to provide them with office housing;

- 15) in order to provide social support to young Workers, conduct:
- annual sessions of the corporate camp of young railway workers, under the motto "Sen bolmasan, Kim?", regional and republican forums of young Workers "Zhastar temir zhol bolashagi!" within the allocated funds in the Company's budget;
  - professional competition "Zhas uzdik maman";
- 16) to provide one-time financial assistance based on the results of the work for the year to the three most active regional representatives of the Youth Council of the branches of the main networks, as well as the Iletsk, Vostochny railway sections and Dostyk station in the amount of 30 (thirty) MCI within the allocated funds in the Company's budget, in accordance with a separate act of the Employer;
- 17) provide one-time financial incentives to 15 (fifteen) winners based on the results of the annual professional competition "Zhas uzdik Maman" in the following amounts:
  - Employees who took 1st (first) place 100 (one hundred) MCI;
  - Employees who took 2nd (second) place -80 (eighty) MCI;

- Employees who took the 3rd (third) place 60 (sixty) MCI;
- 18) provide financial assistance in the amount of 15 (fifteen) annually within the allocated funds in the Company's budget for Youth Day MCI, young families of Employees of the Company's branches, recognized as winners of the "Mereyli zhas temirzhol otbasy" competition.

The procedure and rules of the competition are determined by the internal documents of the Company;

- 19) pay Employees living in settlements where there are no educational institutions (schools, boarding schools), during the school year, a monthly supplement in the amount of 2 (two) MCI (in branches of the Company located on the territory of the Russian Federation in rubles, equivalent to the MCI established in the Republic of Kazakhstan) per student for travel to the place of study in schools, boarding schools located in cities and large hub stations, provided that an Employee with school-age children provides the necessary documents (references from the place of work, references, confirming the number of school-age children of the Employee, certificates from the school confirming the location of the school and the education of children in this school);
- 20) to pay Employees social benefits for temporary disability based on the average salary calculated in accordance with the legislation of the Republic of Kazakhstan.

At the same time, the amount of social benefits for temporary disability per month may not exceed the following amounts:

those with work experience in the railway industry up to 15 years -25 (twenty-five) MCI;

having worked in the railway industry for over 15 years -

35 (thirty-five) MCI.

Temporary disability allowance in connection with an Employee's work injury or occupational disease should be paid in the amount of 100 (one hundred) percent of the average salary;

- 21) allocate money for:
- a) organization of summer recreation for children of Employees of the Company from 7 to 13 years old inclusive in children's health centers in accordance with internal documents of the Company, including children of Employees who have completely or partially lost their ability to work or died as a result of an accident related to work;
- b) transportation of children of Employees of the Company accompanied by a medical worker to the place of rest and back.

To provide voluntary insurance of children against accidents at the expense of the cost of a voucher during the stay of children in children's health centers;

- 22) annually, to celebrate Defender of the Fatherland Day, provide one-time financial assistance in the amount of 20 (twenty) MCI to employees of the Company participating in the liquidation of the consequences of the Chernobyl nuclear power plant accident, and Employees equated to the participants of the Great Patriotic War (who served in Afghanistan or other countries in which hostilities were conducted), who are registered with the Company;
- 23) ensure the participation of Employees in sports, socio-cultural events, youth and other forums, conferences, trainings, discussion clubs, sessions, schools of a young trade union leader held by the Company and the Trade Union and national teams of the Company and the Trade Union in national and international competitions, while maintaining their place of work (position) and salary;
- 24) provide medical care for all Employees if funds are available in the Company's budget;
- 25) on the days of medical examination and donation of blood and its components, the employee who is a donor is released from work while maintaining his average salary.

The donor performing the donor function receives an additional day of rest free of charge, while maintaining the average salary.

- If, by agreement with the Employer, the Employee who is a donor has started work on the days of donation of blood and its components, he is provided, at his request, another day of rest with the preservation of his average salary, or this day can be attached to the annual work leave;
- 26) for an employee who is a donor of organs (parts of organs) and (or) tissues (parts of tissue) for transplantation, at the time of examination and removal of organs (parts of organs) and (or) tissues (parts of tissue), maintain a place of work (position) and average salary, as well as provide other guarantees in in accordance with the legislation of the Republic of Kazakhstan;
- 27) provide working women with children under the age of one and a half years, fathers (adoptive parents), raising children under the age of one and a half years without a mother, additional breaks for feeding the child (children) at least every three hours of work with a duration of each break of at least 1 hour.

Breaks for feeding a child (children), at the request of an Employee, are attached to a break for rest and eating, or cumulative breaks are provided at the beginning or end of the working day (shift).

Breaks for feeding the child (children) are included during working hours. During breaks, women, fathers, adoptive parents (adoptive parents) keep the average salary;

28) for pregnant women, at the time of examination and medical registration for pregnancy up to twelve weeks, maintain their place of work (position) and

average salary, as well as provide other guarantees in accordance with the legislation of the Republic of Kazakhstan;

29) provide Employees sent for training, internships abroad within the framework of the international scholarship "Bolashak", study leave with retention of their place of work (position).

At the same time, the Employee's place of work (position) is not retained if the Employee has not started official duties at work within 2 (two) months from the date of graduation;

- 30) not to pay temporary disability benefits:
- a) To an employee whose temporary disability has occurred as a result of work injuries sustained during the commission of a criminal offense, in case of establishing guilt by a court verdict that has entered into force;
- b) during the compulsory treatment of the Employee by court order (except for the mentally ill);
- c) during the time the Employee was under arrest and during the forensic medical examination, if his guilt was established by a verdict or court order that entered into force;
- d) in case of temporary disability of an Employee from diseases or occupational injuries resulting from the use of alcohol, narcotic, psychotropic and toxicological agents;
  - e) for days of temporary disability falling on paid annual leave;
- 31) provide funds for the organization of New Year's matinees for children aged one to ten years inclusive of Employees working at extracurricular and first-class stations,

Employees of the central office and branches of the Company located in Astana, at the rate of at least 1 (one) MCI excluding VAT per child, and Employees of the Company's branches working at stations of grades 2, 3, 4, 5 and sidings, IFM (mechanized track distances) should provide financial assistance at the rate of at least 1 (one) by the New Year MCI per child.

To provide funds in the budget for the purchase of New Year's gifts for children of Employees, including children of Employees who have completely or partially lost their ability to work or died as a result of an accident related to work, up to and including the age of thirteen, worth one gift up to 2 (two) MCI excluding VAT per child.

If both parents of the child are Employees of the Company, a New Year's gift and a ticket/financial assistance for the New Year's matinee are provided only to one of them;

- 32) provide financial assistance for each child:
- a) by September 1, Employees with 3 (three) or more school children, Employees raising school children alone in the amount of 4 (four) MCI;

b) by the Day of Persons with Disabilities - Employees with children with disabilities under 18 years of age, in the amount of 20 (twenty) MCI.

If both parents of the child are Employees of the Company, financial assistance is provided only to one of them;

33) to provide financial assistance in the amount of 5 (five) by Family Day MCI for large families of Company Employees with four or more children and Employees raising 2 (two) children or more (children under 18 years old) alone.

If both parents of the child are Employees of the Company, financial assistance is provided only to one of them;

- 34) provide financial assistance in the amount of
- 6 (six) MCI for employees raising a child/children under 14 years of age alone;
- 35) upon termination of employment contracts with Employees who have received a disability, ensure that they are registered in the Company's branches with the provision of a social package provided for the Company's Pensioners.

When the recipients of the industry benefit reach the retirement age established by the legislative acts of the Republic of Kazakhstan, ensure their registration in the branches and its subsidiaries of the Company with the provision of a social package provided for Pensioners of the Company/ subsidiaries.

- 36) in case of termination of employment contracts on the grounds provided for in subparagraphs 1) and 5) of Article 49 of the Labor Code with Employees engaged in heavy work, work with harmful and (or) dangerous working conditions, no more than three years before they reach retirement age, ensure that upon reaching retirement age they are placed on accounting as Pensioners of the Company, subject to the following two conditions:
  - a) total work experience of at least 30 years in railway transport;
- b) continuous experience in railway transport until the termination of the employment contract for at least 3 years;
- 37) to carry out a one-time financial incentive in the amount of 20 (twenty) annually within the allocated funds in the Company's budget MCI to the applicants of the Project Management competition, except for the nominees and winners.

The procedure and conditions of the competition are determined by the Company's internal documents.

### Section VIII. Social package for Pensioners of the Company

- 14. The employer undertakes to:
- 1) ensure registration in the Company's branches at the place of residence of Pensioners who have moved to the Republic of Kazakhstan with at least 10 years of work experience, retired from railway organizations of the member countries of the

Commonwealth of Independent States, and provide them with benefits provided for by the Collective Agreement;

2) provide financial assistance in the amount of 20 (twenty) MCI – to the Pensioner's family in the event of his death or to the person performing the burial.

In case of death of a Pensioner registered in a branch of the Company, whose location in the territory of the Russian Federation is to the family or the person performing the burial; in rubles, equivalent to the MCI established in the Republic of Kazakhstan;

- 3) within the allocated funds of the Company's budget, once every 24 (twenty-four) months, reimburse expenses for dental prosthetics in an amount not exceeding 15 (fifteen) MCI for Pensioners:
- a) retired from the organization of railway transport and having at least 25 years of work experience in railway transport;
- b) dismissed from work in connection with the establishment of disability due to a general illness or traumatic events and registered in the structural divisions of the Company, regardless of work experience.

Pensioners who are registered in a branch of the Company, whose location is on the territory of the Russian Federation, are reimbursed for the cost of dental prosthetics in rubles, equivalent to the MCI established in the Republic of Kazakhstan.

Reimbursement of expenses for dental prosthetics is made on the basis of documents confirming the provision of dental prosthetics services (invoice, certificate of work performed and fiscal receipt).

- 4) to provide one-time financial assistance in the amount of 3 (three) by the Day of Transport Workers MCI for Pensioners:
- a) who have at least 10 years of experience in railway transport and retired from the organization of railway transport;
- b) dismissed from work in connection with the establishment of disability due to a general illness or traumatic events and registered in the branches of the Company.

Pensioners who are registered in a branch of the Company, whose location is on the territory of the Russian Federation, receive financial assistance in rubles, equivalent to the MCI established in the Republic of Kazakhstan;

- 5) by the Day of Transport Workers, within the limits of the funds provided in the Company's budget, annually allocate funds in the amount of 10 (ten) MCI for visits to nursing homes for Pensioners registered with the Company's branches;
- 6) provide financial assistance in connection with the onset of events of exceptional importance. The procedure and conditions for providing financial assistance are regulated by the Company's internal documents;

7) to provide financial assistance in the amount of 50 (fifty) MCI to Pensioners who are participants in the Great Patriotic War, special formations of the People's Commissariat of Railways, by the day of the Victory Day celebration.

Pensioners who are registered in a branch of the Company, whose location is on the territory of the Russian Federation, receive financial assistance in rubles, equivalent to the MCI established in the Republic of Kazakhstan;

- 8) provide veterans of the Great Patriotic War who are registered with the Company with monthly financial assistance in the amount of the cost of consumed electric energy at the rate of 50 kW per month per veteran;
  - 9) reimburse no more than once a year the cost of paying for travel by rail:
- a) Pensioners of the Company (with the exception of those awarded the badge of "Honorary Railwayman") who have retired from railway transport enterprises and have at least 10 years of work experience in them in the amount of no more than 10 (ten) MCI;
- b) Pensioners of the Company awarded with the badge "Honorary Railwayman" no higher than the cost of travel in a sleeping car of a passenger train, as well as in trains formed from Talgo wagons in a Business class carriage.

Pensioners are reimbursed for the costs of paying for travel by rail there and back, while, in the absence of the possibility of purchasing travel documents (tickets) from the departure station, reimbursement of travel expenses can be made on the basis of a travel document (ticket) purchased at other stations along the same route by rail through the territory of the Republic of Kazakhstan and the member States of the Commonwealth of Independent States.

In the absence of direct trains, a transit trip and transfer to trains of the desired direction is allowed no more than twice in one direction (round trip).

The transit transfer time should not exceed 72 (seventy-two) hours.

The procedure for reimbursement of railway travel expenses is determined by the Company's internal documents;

- 10) to provide Pensioners who are not persons with disabilities of the 1st group, on preferential terms, vouchers for sanatorium and resort rehabilitation in health centers of the Republic of Kazakhstan on conditions in accordance with the acts of the Employer;
- 11) to provide Pensioners who are persons with disabilities of group 1, as a matter of priority, vouchers for sanatorium-resort rehabilitation on preferential terms when distributing vouchers for sanatorium-resort rehabilitation within the allocated quota.

Vouchers for sanatorium-resort rehabilitation are provided at the request of a person with a disability of 1 group in 1 (one) once every 24 (twenty-four) months, in the absence of medical contraindications to providing persons with disabilities with sanatorium treatment (if the Company pays the actual costs of sanatorium treatment

according to subparagraph 16) of paragraph 12 of the Collective Agreement, vouchers and financial assistance can be provided no earlier than 24 months later).

If there is an opinion of the authorized state body on the need for outside care for a person with a disability, provide a voucher for sanatorium treatment to a person accompanying a person with a disability;

12) provide one-time financial assistance in the amount of

10 (ten) MCI For pensioners who have at least 25 years of work experience in railway transport, as well as those dismissed from work due to the establishment of disability groups 1 and 2 for occupational injuries, regardless of work experience, when they reach the age of 70, 80, 90 and 100 years.

Pensioners registered with a branch of the Company, whose location is on the territory of the Russian Federation, receive financial assistance in rubles, equivalent to the MCI established in the Republic of Kazakhstan.

Financial assistance is provided in the amount of the established MCI indicator on the date of the event;

13) provide monthly financial assistance in the amount of 15 (fifteen) MCI to the chairmen of the veterans' councils for the expenses of the Central Council of Veterans of the Company, the Council of Veterans of the central office of the Company, the Nodal Councils of railway veterans at Nur Sultan station, the regional councils of railway veterans of the branches of the main network, the Iletsk railway section.

Provide monthly financial assistance to the Chairman of the Central Council of Railway Veterans in the amount of 25 (twenty-five) MCI, Deputy Chairmen of the Central Council of Railway Veterans in the amount of 20 (twenty) MCI, to the Secretary of the Central Council of Railway Veterans in the amount of 14 (fourteen) MCI.

Provide monthly financial assistance to the Chairman of the Veterans Council of the central office of the Company in the amount of 20 (twenty) MCI, to the Deputy Chairman of the Veterans Council of the central office of the Company in the amount of 16 (sixteen) MCI, to the Secretary of the Veterans Council of the central office of the Company in the amount of 10 (ten) MCI.

Provide monthly financial assistance to the Chairmen of the regional councils of railway veterans established in the Company's branches, the Nodal Council of Railway Veterans of Nur Sultan station (hereinafter referred to as Councils) in the amount of 20 (twenty) MCI, to the deputy chairmen of the Councils in the amount of 16 (sixteen) MCI, to the secretaries of the Councils in the amount of 10 (ten) MCI.

Provide financial assistance annually to the Chairman of the Central Council of Veterans of the Company for a one-time financial incentive of 5 (five) Pensioners awarded the "Kurmetti Ardager temirzholshy" badge in the amount of 60,000 tenge per person;

- 14) the heads of branches and trade union committees should provide assistance to veterans' councils in organizing the funeral of Pensioners and in allocating vehicles, if necessary, to work with Pensioners to resolve their social and household issues;
- 15) annually, to celebrate Defender of the Fatherland Day, provide one-time financial assistance in the amount of 20 (twenty) MCI to Pensioners of the Company participating in the liquidation of the consequences of the Chernobyl nuclear power plant accident and Pensioners equated to the participants of the Great Patriotic War (who served in Afghanistan or other countries in which hostilities were waged).

## Section IX. Duties of the Trade Union

- 15. The trade union undertakes to:
- 1) to take measures to prevent social and labor conflicts within the limits of their powers;
- a) ensure that members of the Trade Union comply with the procedure established by the legislation of the Republic of Kazakhstan for organizing and holding strikes, peaceful assemblies, rallies, marches, pickets and demonstrations;
- b) carry out explanatory work among trade union members and Employees who have joined the Collective Agreement to improve their legal literacy, including on the basics of labor legislation of the Republic of Kazakhstan, develop the ability to negotiate and reach consensus in labor disputes;
- c) to promote compliance by Employees with the rules of internal labor regulations and labor discipline, as well as safety and labor protection rules;
- d) inform the members of the Trade Union about the receipt and expenditure of money on the terms and in accordance with the procedure defined by the charter;
- e) to represent the interests of Employees who are not members of a Trade Union on the same terms as for members of a Trade Union;
- 2) to protect the social and labor rights and interests of Trade Union members and Employees who have joined the Collective Agreement on the following issues: improving their standard of living;
  - termination of an employment contract and employment promotion; compliance with the working time and rest time;
- 3) to carry out work on promoting a healthy lifestyle, to participate together with Employees of personnel structures in the distribution of vouchers to Employees of the Company, in the organization of recreation and recreation for children, while monitoring compliance with the principles of social justice and uniform coverage of all regions of the Company;

- 4) exercise public control over the creation of safe and healthy working conditions at work, take part in the investigation of accidents at work, and develop measures to prevent them;
- 5) provide injured Workers and families of those killed at work with free consultations and legal assistance in resolving issues of timely and full compensation by the Employer for damage caused to the Employee by injury or other damage to health related to the performance of their work duties, as well as payment of a one-time allowance in accordance with the legislation of the Republic of Kazakhstan;
- 6) to represent and protect the rights and interests of its members and Employees who have joined the Collective Agreement, as well as to be representatives of Employees in relations with government agencies within their powers, employers, associations of private business entities (associations, unions), and other public organizations.
- 7) file lawsuits in court to protect the rights and interests of its members and Employees who have joined the Collective Agreement, act in their interests during mediation, in court, labor arbitration or arbitration, in government agencies, and provide them with other legal assistance;
- 8) provide organizational, advisory, legal and material assistance to Trade Union members and Employees who have joined the Collective Agreement;
- 9) submit proposals to state bodies on issues of economic and social protection of railway workers;
- 10) participate in the development of acts on occupational safety and health, safety, industrial safety and industrial sanitation, occupational safety programs, industrial and living conditions and employee health;
- 11) to monitor the implementation of the Collective Agreement, visit the workplaces of Trade Union members and Employees who have joined the Collective Agreement;
- 12) to prevent labor conflicts and termination of work when fulfilling the terms of the Collective Agreement;
- 13) organize the escort of the children of the Company's employees to the places of recreation and back;
- 14) in agreement with the representatives of the Employer, within the limits of the funds allocated by the Employer, to organize physical education and recreation work for the Company's Employees;
- 15) in agreement with representatives of the Employer, to ensure the operation of the Company's museums within the funds allocated by the Employer;
- 16) in agreement with the representatives of the Employer, within the limits of the funds allocated by the Employer, organize and carry out work to inform the Company's Employees and interested third parties about the Company's activities using internal and external communication tools;

17) in agreement with the Employer's representatives, to ensure the operation of the Company's technical libraries within the funds allocated by the Employer.

## Section X. Creation of conditions and guarantees for the activities of the Trade Union

- 16. The employer undertakes to:
- 1) observe the rights of the Trade Union, create the necessary conditions for the normal operation of trade union structures in accordance with the legislation of the Republic of Kazakhstan;
- 2) provide the trade union bodies with the premises and means of communication necessary for their activities for free use;
- 3) reimburse travel expenses to delegates, members of elected trade union bodies who are not exempt from work, sent to trade union congresses, conferences, councils, seminars held by the Trade Union and its structural divisions.

Reimbursement of expenses to Employees is made in accordance with the Company's internal documents;

- 4) withhold simultaneously with the payment of wages with the written consent of the members of the Trade Union who have joined the Collective Agreement of Employees, and transfer membership fees to the account of the Trade Union through the accounting department;
- 5) reimburse railway transportation costs to a Trade Union representative who is not released from his main job, who takes part in the investigation of industrial accidents and conducting inspections of the state of labor protection, carrying out measures to improve it;
- 6) to exempt from the performance of labor duties Employees who are members of elected trade union bodies who are not exempt from their main work, while maintaining the average salary:

to perform public duties (up to 8 hours per month) in accordance with the approved work plan of the Trade Union;

to participate as delegates at congresses, conferences convened by the Trade Union and its structural divisions, as well as in the work of their councils, seminars;

- 7) provide the Trade Union with the necessary information on the fulfillment by the Employer of the obligations provided for in the Collective Agreement;
- 8) Employees who are released from work as a result of election to elected positions in trade union bodies, after the end of their elected powers, provide their previous job (position), and in its absence other equivalent work (position) in the same or, with the consent of the Employee, in another structural subdivision of the Company;

- 9) ensure the retention of Pensioners who retired from elected Trade Union bodies in the Company's branches if they have at least ten years of work experience in railway transport, if this period was preceded by work in the Company's structural divisions;
- 10) allocate funds to the Trade Union annually for physical education and recreation work for the Company's Employees;
- 11) allocate funds annually to the Trade Union for the organization of the Company's museums;
- 12) allocate funds to the Trade Union annually to organize and ensure work on informing Employees of the Company and interested third parties about the Company's activities using internal and external communication tools.
- 13) allocate funds to the Trade Union to promote a healthy lifestyle of the Company's Employees within the allocated funds in the Company's budget;
- 14) allocate funds to the Trade Union annually to ensure the operation of the Company's technical libraries.

The funds specified in subparagraphs 10)-14) of this paragraph are used according to estimates agreed upon by the Trade Union and the representative of the Employer.

## Section XI. Responsibility of the parties for failure to fulfill their obligations

15. Persons guilty of violation and non-fulfillment of obligations under the Collective Agreement are liable in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

#### Section XII. Control over the execution of the Contract

- 16. Control over the implementation of the Collective Agreement is carried out by representatives of the Employer and the Trade Union.
- 17. Disputes arising in the Company's structural divisions are regulated by commissions established locally.
- 18. The results of the implementation of the Collective Agreement are reviewed by the Employer and the Trade Union twice a year.
- 19. If violations of the terms of the Collective Agreement are detected, the Party that identified the violation sends a proposal to eliminate the violation in writing to the other Party. The Parties are obliged to hold mutual consultations no later than 10 (ten) calendar days and make a written decision binding on the Parties.

- 20. The text of the Collective Agreement is published in an industry newspaper and posted on the Company's corporate website.
- 21. If any of the provisions of the Collective Agreement does not comply with the legislation of the Republic of Kazakhstan or, as a result of changes in the legislation of the Republic of Kazakhstan, they come into conflict with it, then such provisions of the Collective Agreement are not subject to application.

In this case, the Parties are guided by the legislation of the Republic of Kazakhstan until the relevant amendments are made to the Collective Agreement.

Deputy Chairman of the Management Board
joint-stock company
"National Company
"Kazakhstan Temir Zholy"

\_\_\_\_\_ K. Almagambetov
Chairman of the public association "Kazakhstan Branch
Professional Union of Railway, Automobile, Air and Water Transport Workers"
Oh. Akhmetbayev

Appendix 1 to the Collective Agreement between the Joint-stock company "National Company "Kazakhstan Temir Zholy" and its workforce for 2024-2026

## Recipients of the industry benefit

- 1. Train Compiler
- 2. Train Compiler's Assistant
- 3. Path fitter
- 4. The foreman of the way

Appendix 2 to the Collective Agreement between the Joint Stock Company "National Company "Kazakhstan Temir Zholy" and its workforce for 2024-2026

## The procedure for joining a Collective agreement of employees who are not members of a trade union

- 1. An employee of the joint—stock company "National Company "Kazakhstan Temir Zholy", who is not a member of the NGO "Kazakhstan Branch Professional Union of Railway, Automobile, Air and Water Transport Workers" (hereinafter the Trade Union), but expressed the intention that the Collective Agreement between the Joint-stock company "National Company "Kazakhstan Temir Zholy" (hereinafter referred to as the Company) and its labor collective extended to him, has the right to join the Collective Agreement on the basis of a written application.
- 2. An employee of the Company who has expressed his intention to join the Collective Agreement shall send an appropriate application (in writing in accordance with the annex to this Procedure) and pay a voluntary contribution in the amount established for both Trade Union members.
- 3. The application is considered at a joint meeting with the participation of representatives of the Employer and the Trade Union, while the period for consideration of the application should not exceed 1 (one) month from the date of receipt of the application.
- 4. If the Employee's representatives disagree with the Employee's joining the Collective Agreement, the Employee is provided with a written refusal.

Application to the Procedure for joining the Collective Agreement of Employees who are not members of a trade union

From \_\_\_\_\_

# SAMPLE To the Director of the branch/ Head of JSC NC KTZ, in charge of human resource management and social policy To the Chairman of the Trade union Committee

#### **Statement**

I ask you to attach me to the Collective Agreement concluded between the Joint-stock company "National Company "Kazakhstan Temir Zholy" and its labor collective for 2024-2026, and delegate the right to represent my interests to the public association "Kazakhstan Branch Professional Union of Railway, Automobile, Air and Water Transport Workers" on the same terms as for members of the public The association "Kazakhstan branch Professional Union of Railway, Automobile, air and Water Transport workers".

I ask you to withhold and transfer a voluntary contribution in the amount of 1 (one) percent of salary to the public association "Kazakhstan Branch Professional Union of Railway, Automobile, Air and Water Transport Workers".

Signature date Full name

Appendix 3 to the Collective Agreement between the Joint-Stock Company "National Company "Kazakhstan Temir Zholy" and its workforce for 2024-2026

# Regional coefficients and serial numbers of tariff grids/salary schemes applied to the unified basic tariff grid/salary scheme for calculating tariff rates/salaries of Employees

№ п/п	Region/city	Regional coefficients	No. of the tariff grid /scheme of official salaries according to the tariff system of remuneration
1	Abai, Akmola, Almaty, East Kazakhstan, Zhambyl, Zhetysu, West Kazakhstan, Karaganda, Kostanay, Kyzylorda, Pavlodar, North Kazakhstan, Turkestan, Ulytau, Almaty, Shymkent	1,25	1
2	Aktobe, Astana	1,35	2
3	Atyrau	1,5	3
4	Mangystau	1,8	4

Appendix 4
to the Collective Agreement
between the joint-stock
company "National Company
"Kazakhstan Temir Zholy" and
its workforce
for 2024-2026

## The amount of additional payments to the tariff rate (salary) based on the results of certification of production facilities according to working conditions.

1. The amount of additional payments to the tariff rate (salary), depending on the actual state of working conditions and the duration of work, is established on the basis of the conclusion of the attestation commission for the certification of production facilities according to working conditions according to the degree of harmfulness of production factors based on the following points:

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from 0.1 to 1.0 points - in the amount of 5 percent; from 1.1 up to 2.0 points - 8 percent; from 2.1 to 3.0 points - 10 percent; from 3.1 to 4.0 points - 12.0 percent; from 4.1 to 5.0 points - 14.0 percent; from 5.1 to 6.0 points - 16.0 percent; from 6.1 to 7.0 points - 18.0 percent; from 7.1 to 8.0 points - 20.0 percent; from 8.1 to 9.0 points - 22.0 percent; from 9.1 to 10.0 points - 24.0 percent; over 10 points - 25.0 percent.
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- 2. Foremen and assistants of workers, the additional payment under the same working conditions is set at the same amount as for workers of these professions.
- 3. With the subsequent rationalization of workplaces to improve working conditions (reduce harmful production factors), surcharges are reduced or canceled, if there are supporting documents.

Appendix 5
to the Collective Agreement
between the Joint Stock
Company "National Company
"Kazakhstan Temir Zholy" and
its workforce
for 2024-2026

## The procedure for the adoption of acts of the Employer by agreement or taking into account the opinion of employee representatives

- 1. The employer, by agreement or taking into account the opinion of Employees' representatives, adopts acts within its competence containing norms of labor law, including provisions:
  - on the remuneration of Employees of branches;
- on working hours (specific working hours are established by the rules of the internal labor regulations of structural divisions);
  - on the revision of labor standards (output, time, service and number);
  - about shift schedules;
  - about overtime hours;
  - about working on weekends and holidays;
  - about downtime;
  - about changes in working conditions;
  - about vacation schedules;
- termination of an employment contract, in cases provided for by the Labor Code;
  - about the norms of soap delivery;
  - on moral and material incentives for Employees;
    - on occupational safety and health;
    - about registration of the Company's Pensioners.

Processing, development, approval and revision of rules and standard instructions on occupational safety and health is carried out in consultation with representatives of Employees in accordance with the procedure established by the authorized body.

2. The Employer submits the draft act of the Employer and the justification for it to the representatives of the Employees. If there are several representatives of Employees, they create a single representative body to take into account the opinion on the acts of the Employer, the number of which is proportional to the number of Employees they represent.

The draft act of the Employer is discussed by representatives of Employees no more than five working days from the date of its submission. If representatives of Employees fail to provide a decision within the time limits established by this Code, the Employer has the right to adopt an act without taking into account the opinion.

Decisions of employee representatives are formalized by a protocol, which indicates the agreement (disagreement) with the draft act of the Employer of Employee representatives, if any, their proposals are set out.

If the opinion of the Employees' representatives does not contain agreement with the draft act of the Employer or contains proposals for its amendment, the employer:

- 1) with the consent, issue an act amended taking into account the proposals of the representatives of the Employees;
- 2) in case of disagreement, the right to hold additional consultations with representatives of Employees.

If agreement is not reached on draft acts of the Employer, for the publication of which, in accordance with agreements, a Collective Agreement requires taking into account the views of Employee representatives, the disagreements that have arisen are formalized by a protocol signed by one representative of the Employer and Employees, after which the Employer has the right to adopt the act.

If the issued act of the Employer contains provisions that violate or worsen the rights and guarantees of Employees provided for in the Labor Code, labor, Collective agreements, agreements, it may be appealed to the local labor inspection body or to the court.

Appendix 6 to the Collective Agreement between the Joint-Stock Company "National Company "Kazakhstan Temir Zholy" and its workforce for 2024-2026

# A list of salary supplements and benefits established for living in environmental disaster zones

## I. Areas of the Semipalatinsk nuclear test site II.

	affected by an environmental	The amount of social benefits	Benefits and
name of regions, districts	the name of the sections of the railway line		compensation
1	2	3	4
	The zone of maximum radi	ation risk	
East Kazakhstan region:	Junction No. 1 – Shoptykah station, Zhana-Semey station (exl.) - Degelen station (Final exl.)		additional leave of 12 calendar days
Pavlodar region:  Maysky district  Maysky rural district (formerly	May junction (184 km junction)	1,75 MCI	
Akzharsky Village Council)	An area of increased radiation	riek	
	An area of increased radiation	115K	
Pavlodar region:  May district	on the railway section, Aksu station  – Degelen station:  May Junction (184 km junction) exclusively	1,5 MCI	additional leave of 10 calendar days

East Kazakhstan region:	552 km siding (incl.) – Zhuzagach		additional vacation
a) districts:	station Semey station and Zhana Semey station		10 calendar days
Borodulikhinsky, Charsky, Zharminsky, Ayagozsky;		1,5 MCI	
Semey,			
Kurchatov			
1	2	3	4
b) districts:	Kazakhstansky crossing –		additional vacation
Shemonaikhinsky, Glubokovsky,	Ognevka village (incl.),		10 calendar days
Ulansky;	Oskemen-1 –Ridder section		
Ust-Kamenogorsk,			
Ridder			
	An area of increased radia	tion risk	1
East Kazakhstan region:			additional vacation
Beskaragai district	Chagan Station	2 MCI	14 calendar days
	The zone of minimum radiation	risk	
East Kazakhstan			
region:	Aktogay Station;		
	Serebryanka station - Altai station	1,25 MCI	additional vacation
Districts: Taskeskensky, Altai, Serebryansky		, -	7 calendar days
Karaganda region:	Kokpekty Station (exc.) Karagaily		
Karkaralinsky district	station		
	A territory with a preferential socio-	economic status	I.
Pavlodar region:	Ushkulyn station	1 MCI	additional vacation
Bayanaul district			5 calendar days

II.Areas of the Aral Sea region

	The zone of ecological di	isaster		
Kyzylorda region:	Kurlyk Station (incl.) –		additional vacation	
districts: Aral, Kazalinsky	Toretam station (ex.), Sexeul station – exit 16 (incl.)		12 calendar days, financial assistance	
Aktobe region: Chelkarsky district	Alabas - Bershugir, Shokysu - Kurlyk station, Shalkar station-Tassai station (incl.)	The coefficient is 1.5 *	for rehabilitation in the amount of official salary or monthly tariff rate	
	Зона экологического кр	оизиса		
Kyzylorda region, Kyzylorda, Baikonur inclusive (excluding the Aral and Kazalinsky districts)	Toretam Station - Besaryk station	The coefficient 1,3 *	additional vacation  9 calendar days, financial assistance for rehabilitation in the amount of official salary or monthly tariff rate	
1	2	3	4	
	The zone of ecological pre-crisis co	ondition	<u> </u>	
Aktobe region: districts: Temirsky, Bayganinsky, Kyrgyz, Mugalzhar.	Temir (exc.) – Sagiz (exc.)  Kudyk station – Alabas station (exc.)  14 junction - 16 junction (exc.)  Zharkum junction (incl.) – Sagyr junction (incl.)	The coefficient 1,2 *	additional vacation 7 calendar days, financial assistance for rehabilitation in the amount of official salary or monthly tariff rate	
Karaganda region: Ulytau district	Junction 13 – Zhezkazgan station (exc.)			

Turkestan region:	Monteitas Station (incl.) - Besaryk	
district:	(excl.)	
Aryssky (including the city of Arys), Otrarsky, Suzaksky, Chardarinsky;		
cities of Turkestan; rural districts:		
Shaga, Ja-Ikan, Eski-Ikan, Ushkayik, Yassy, Orangay, Karashyk, Zhuinek, Babaikorgan, Shornak, Silk Road, Maidantal of Kentau		

#### **Notes:**

- 1. Additional paid annual work leave is provided simultaneously with the main work leave.
- 2. By agreement between the Employee and the employer, additional paid annual leave may be provided separately from the main work leave at other times of the working year.
- 3. Simultaneously with the provision of labor leave to Employees living and working in the environmental disaster zone of the Aral Sea region, financial assistance for rehabilitation is provided annually in the amount of a monthly tariff rate or official salary in excess of current payments.
- 4. The coefficients to the salary for living in the environmental disaster zone of the Aral Sea regions are calculated on the tariff rate (official salary) of the Employee, for the time actually worked. The amount of additional payments will be:  $(K-1) \times (T/N \times T)$ , where:

K is the coefficient established in the zones of ecological disaster;

T (tenge) – the amount of the monthly tariff rate (official salary) of the Employee

H (hour) – the rate of hours in accordance with the balance of working hours for the corresponding year;

Fact (hour) – the actual number of hours worked in a given month.

- 5. Upon termination of an employment contract with an Employee, compensation for unused days of additional paid annual leave is compensated in proportion to the period worked.
- 6. The withdrawal of an Employee from an additional paid annual leave is not allowed.

	eas of env	vironmental			vided for as Employees

Appendix 7 to the Collective Agreement between the Joint Stock Company "National Company "Kazakhstan Temir Zholy" and its workforce for 2024-2026

#### A list

of professions and positions that are paid allowances for work that is constantly performed within the serviced areas, related to the movement or performance of work en route, which has a traveling character

- 1. Managers and Employees of the Company's branches at the regional and linear levels within the serviced area (region);
- 2. Employees of the audit office of all job titles within the boundaries of the serviced area (region);
- 3. Employees of laboratory wagons and special purpose wagons, recovery trains, fire trucks, water supply, traveling on business trips within the boundaries of the serviced area (region);
  - 4. Conductors of service wagons;
- 5. Car drivers and other Employees engaged in logistics, freight forwarding, when traveling within the serviced area (region);
- 6. Workers of mechanized track distances, rail welding enterprises, bridge detachment and hopper metering turntables, Workers directly engaged in survey work, decoding of flaw patterns, analysis, diagnosis and control of the condition of the track, mechanics, adjusters, Workers of wagon laboratories directly engaged in the diagnosis of measuring the parameters of the PRS, ALSN and KTSM mobile diagnostic complexes MDK, including MDK conductors working in one person per shift (whose service boundary is the entire railway network of the Republic of Kazakhstan);
  - 7. Branch employees traveling to service the railway sections Zhezkazgan Beineu, Arkalyk Shubarkol;
- 8. Employees of the regional divisions of the Company's departments within the boundaries of the branch.

### **Notes:**

1. In order to reimburse Employees whose permanent work is on the road or has a traveling nature, an allowance of 1 (one) is paid within the areas they serve MCI with the exception of the Employees listed in paragraphs 6, 7 of the List.

In the Company's branches located on the territory of the Russian Federation, the surcharge is paid in rubles, equivalent to the MCI established in the Republic of Kazakhstan.

Employees listed in paragraphs 6, 7 of the List are paid an allowance in the amount of 2 (two) MCI.

- 2. Expenses during business trips related to travel to the place of work and for the rental of residential premises shall be reimbursed in accordance with the submitted payment documents, within the limits of the amounts provided for by the Employer's acts on business trips.
- 3. During the time spent at the repair point for repair and acceptance of rolling stock and when traveling by passenger through the territory of the Republic of Kazakhstan, daily allowances are paid in full, provided for business trips, and in the territory of the republics of the Commonwealth of Independent States, similar expenses are reimbursed according to the standards established for Employees traveling on temporary business trips abroad.
- 4. If the duration of the trip of Employees during non-working hours to the place of work and back per day is more than 3 (three) hours, an allowance of 0.1 MCI is paid, and if more than two hours 0.075 MCI.
- 5. The time spent by Employees on a business trip from the moment of departure to return to their place of permanent work (residence), lasting 12 (twelve) hours or more, but less than a full day, or 12 (twelve) hours or more within two calendar days, is counted as one day.
- 6. The main documents for the payment of allowances are the travel accounting sheet of the FRU form No. 12, an itinerary or a business trip certificate, as well as a travel accounting book.
- 7. Allowances for the traveling nature of work are paid for days of temporary disability outside the place of permanent residence.
- 8. Shift workers of border railway stations engaged in the transfer of foreign trade goods and rolling stock, as well as Employees of line departments of information systems engaged in the maintenance of automation of workplaces, within the serviced areas located abroad, an allowance for the traveling nature of work is paid in foreign currency, in the following amounts:
- 1) for every day of stay at the adjacent border station of a foreign railway -60 (sixty) percent, over 4 (four) hours, but less than a day -15 (fifteen) percent of the daily allowance established by the Ministry of Finance of the Republic of Kazakhstan for Employees traveling on temporary business trips abroad;
  - 2) no allowance is paid for less than 4 (four) hours.

Appendix 8
to the Collective Agreement
between the Joint-Stock
Company "National Company
"Kazakhstan Temir Zholy"
and its workforce
for 2024-2026

## **Duration of work leave**

№ п/п	Job titles	The number of calendar
11,11		days of vacation
1	2	3
	The central office of the Company	
1	Guide	30
2	Managers and specialists of all job titles	30
	Branches of the Company	
3	Managers and specialists of the management staff	28
	Heads and specialists of departments, sectors,	
4	branches - central laboratories, workshops,	28
	production sites, laboratories, centers,	
	head of complex track machines	
5	Heads and specialists of central laboratories	28
6	Senior dispatchers, dispatchers	28
7	Operators who are not on shift duty	24
8	Foreman, commandant, heads of: warehouse, archive, bureau	24

9	Senior dispatchers, dispatchers, road department attendants	28
10	Auditors of road departments, (senior) instructors, inspectors and auditors (of all names); receivers: locomotives, wagons, on the quality of track repairs	28
11	Legal advisers, translators	24, 28*
12	Technicians of all specialties, operators who are not on shift duty	24
13	Managers of: recovery train, transshipment base, logistics bases	28
	Heads of: areas of the contact network, power supply; traction substation, repair and revision section of power supply distances, mechanized	
14	(automated) sorting slide; Electrical engineering laboratory	28
1	2	3
15	Managers of: the production site of loading and unloading operations, a rail grinding train, a refrigerated train (section), a fuel calculation office, a city freight station, survey and test stations (all names); heads of track machine stations	28
16	Managers of: washing and steaming stations (points), remote workshops, quarry (not on an independent balance), logistics bases, reserve teams of refrigerated trains (sections), fuel bases, petroleum products bases, steam locomotives warm washing point, service point for transportation of perishable goods and livestock, nursery, nodal settlement group	
		28
17	Managers of: warehouse, sorting platform, container site, warehouse of forms	28
18	The head of the detachment of the special paramilitary security service	28

20	Fire Train Chief	24,28
21	Head of the department (guard)	24
22	Foreman (senior), road foreman (senior), bridge and tunnel foreman, master of industrial training, foreman; chief, mechanic-foreman of a passenger train, train driver-instructor	28
23	Electrician (senior), electrician of the alarm and communication distance, power supply section, not on shift duty	24, 28*
24	The brigadier is released	24
25	(Senior) instructor, inspector of all names in the detachments of the special paramilitary security service and the fire service	24, 28*
26	Energy dispatcher (senior)	24, 28*
	Dispatcher: electrified	24
27	power supply distance, track distance, signaling and communication distance, operational wagon depot	
28	The dispatcher of the central point of fire communication	24
29	Fire Brigade Dispatcher	24
30	The Master of Repair of fire hoses and maintenance of fire equipment	24
31	Master of the Gas and Smoke Protection Service (GDZS)	24
32	Fire truck driver	24
33	Firefighter (senior)	24
1	2	3

34	On duty: at the station, shunting hill, centralized posts (at extracurricular stations, class 1 stations), shunting dispatcher	24, 28*
35	Managers (managers): bureaus, groups, ticket offices; warehouses, assistants on duty to station chiefs	24, 28*
36	Director, Head of Department, Sector of the Head Library and Information Center	28
	Operator for processing transportation documents, operator (technical offices, stations, etc.)	

37		24, 28*		
38	Heads of: regional information and technical library-office of scientific and technical information, hand luggage storage, rest rooms, archive, household, warehouse, agency, bureau, postal expedition; bibliographer, librarian (chief)			
		24, 28*		
39	Commandant, freight forwarder, technicians of all specialties	24		
40	The driver of an official passenger car	28		
41	The Assistant Secretary	28		
42	Secretary	24		
43	Workers	24		
44	Car depot operator	24		
45	Station complex attendant	24		
	Representative offices of the Company			
46	Positions of all titles	30		

Managers, in coordination with trade union committees, when concluding employment contracts, independently set the duration of work leave for specialists and employees in the amount of 24 (twenty-four) or 28 (twenty-eight) calendar days, depending on the workload of the work site.

The duration of work leave for Employees of branches whose location is on the territory of the Russian Federation is established

28 (twenty-eight) calendar days with the provision of 3 (three) calendar days of additional leave to managers. At the same time, additional leave for work experience is not provided.

Appendix 9
to the Collective Agreement
between the Joint-Stock
Company "National Company
"Kazakhstan Temir Zholy"
and its workforce
for 2024-2026

A list of professions and positions with difficult, harmful and (or) dangerous working conditions, work in which entitles to additional paid annual leave

No	Name of professions and positions	The duration of additional paid annual leave in
п/п		calendar days
1	2	3
1.	Accumulator engaged in the repair and charging of batteries:	
	acid (lead);	12
	alkaline	6
2.	Chemical water treatment apparatchik	6
3.	Degreasing apparatchik	12
4.	A bandage holder occupied by a nozzle, shooting bandages under electric heating	6
5.	The driver of a car, including a special one (except for a firefighter), with a load capacity	
	from 1.5 to 3 tons;	6
	from 3 tons and above	12
6.	Gas welder, electric welder and gas cutter, employed:	
	at work indoors;	12
	for outdoor work	6

7.	A gas welder engaged in work in closed vessels (boilers, reservoirs, tanks, compartments) with a 6-hour working day	
		12
8.	Electroplating, employed:	
	on cyanide baths and oxidation;	12
	on the other baths	6
9.	The ironer	6
10.	A loader engaged in loading and unloading coal (shale) briquettes, as well as forest materials;	6
	on manual loading and unloading of bulk materials	
11	TT1	6
11.	Ultrasonic inspection flaw detector, constantly working with portable flaw detectors	
		6
12.	A tinsmith who constantly works in hot areas of work	
		6
13.	Lead-tin Alloy Filler	12
14.	A fire extinguisher charger engaged in flushing, repairing	
	and charging them	6
15.	Engine tester directly engaged in testing diesels:	
	on indoor test benches;	
	on rheostatic tests of locomotives	12
		6
16.	A boilermaker who is constantly busy repairing hot boilers	
		12
17.	Blacksmith on hammers and presses	12
18.	Blacksmith on hammers and presses Blacksmith (hammerer) of hand forging	12
19.	Chemical Analysis Laboratory assistant	12
20.	Metal and alloy caster on Injection molding machines	

		12
21.	Locomotive drivers and their assistants	12
22.	The driver of internal combustion engines engaged in the maintenance of:	
	gas engines;	6
	diesel and locomobile power plants	6
23.	Compressor unit driver	6
24.	The driver (stoker) a boiler house engaged in the maintenance of steam and hot water boilers running on solid fuels:	
	when unloading manually;	12
	with mechanized loading	6
25.	The driver (stoker) a boiler house running on liquid fuel and	
	gas	6
26.	The operator of automobile cranes when working on machines mounted on the chassis of vehicles with a lifting capacity:	
	from 3 tons and more;	
	up to 3 tons	12
		6
27.	A crane operator (crane operator) engaged in the maintenance of cranes on railway, tracked and pneumatic wheels, with internal combustion engines, diesels, and electric motors	
		6
28.	The driver of heavy-duty vehicles of all names	6
29.	Machinist on hammers, presses and manipulators, engaged	
	in processing hot metal	12

30.	A pump operator engaged in the maintenance of water and sewer pumping stations, deepened by 3 meters or more	
		6
31.	Machinist, mechanic of refrigeration units of refrigerated trains and wagons	6
32.	Excavator operator engaged in maintenance of excavators powered	
	by an electric motor;	6
	from the internal combustion engine	12
33.	Machinist of mobile power plants	6
34.	A coppersmith engaged in the manufacture of molds	12
35.	A cleaner who is constantly engaged in washing parts in gasoline, alkaline acid solutions in closed rooms	6
36.	A cleaner is a cleaner of rolling stock, constantly engaged in cleaning and washing rolling stock from under livestock, raw materials of animal origin, dusty cargo, pesticides and mineral fertilizers	6
		6
37.	Washer-cleaner for the external washing of passenger cars	6
38.	A painter who is constantly engaged in work with nitrocolors: with a spray gun for tubeless painting in rooms with a brush	
		12
39.	The driver of self-propelled drilling and crane machines	6
40.	The driver of the sand-feeding plant	6
41.	A track fitter who is constantly engaged in track work with a manual pneumatic and electric percussion instrument	
		6
42.	The operator is a commodity operator when servicing tank farms with oil and petroleum products, as well as	

	overpasses with draining and filling of oil and petroleum	
	products	6
43.	Wagon inspector, wagon repair inspector	6
44.	An inspector of railway tanks, containers, engaged in the inspection, acceptance and delivery of tank cars from petroleum products	6
45.	Boiler washer for steam locomotives	6
46.	The operator of copiers, directly engaged in electrographic, reproductive devices and copiers	6
47.	Information Processing Operator	6
48.	Train Dispatcher	6
49.	A cook who constantly works at the stove	6
50.	Cargo and baggage acceptor and wagon sealer engaged in filling and draining works on flyovers of sulfurous oil containing petroleum gas and products of its processing	12
51.	A plastic product presser engaged in hot work	12
52.	An impregnator of electrical products engaged in work on impregnating starters, rotors, coils, sections, car wires and windings of electric machines and devices with special toxic varnishes	
		6
53.	The sampler	12
54.	Flushing - steamer of tanks engaged in their processing from under petroleum products and chemical products	12
55.	Workers engaged in the maintenance, cleaning and repair of	

	the industrial sewer network	12
56.	Landscaping worker (at manual sewage removal works)	
		12
57.	An employee of the car control point of the car depot, directly engaged in lapping parts of air distributors using gasoline, kerosene and GOI paste	
		6
58.	A worker who is constantly engaged in loading and unloading grain, flour, cereals, bran, animal feed and waste in wagons, warehouses	
		12
59.	A worker engaged in processing graphite products (parts)	
		12
60.	An employee engaged in the acceptance and completion of	
	production batches of dirty laundry	6
61.	Carver of rubber products	12
62.	A worker employed in the purge of collectors with mycanite insulation	6
63.	A worker who is constantly engaged in casting products (parts) made of nylon	12
64.	The regulator of the speed of movement of wagons	6
65.	Workers (machine operators) engaged in mechanical and manual processing of lead and lead alloys (with a 6-hour working day)	12
66.	A worker who is constantly engaged in processing, roughing, polishing, dotting and grinding with hard abrasive wheels, soft circles and cloths with abrasive powders	

	(grains) applied to them in a dry way.	
	The same workers when working part-time, but not less	
	than 50 percent of the working time	12
		6
67.	A mechanic for the repair of rolling stock, constantly engaged in purging the bottom of the gutters of electric	
	rolling stock and locomotives with electric transmission	
		6
68.	A repairman engaged in the repair and maintenance of	
	degreasing equipment	6
		<u> </u>
69.	A repairman engaged in the repair and maintenance of degreasing equipment A fuel fitter engaged in the repair of	
	fuel equipment for diesel engines	6
70.	A mechanic for the repair of rolling stock, constantly	
70.	engaged in disassembly, repair, assembly, inspection and	
	refueling of drain devices and tanks from petroleum	
	products	
		12
71.	A locksmith for the repair and maintenance of industrial	
	ventilation and heating	6
72.	A locksmith for the repair of rolling stock at the points of	
, 2.	carriage maintenance and preparation of wagons for	
	transportation	
		6
73.	A car repair mechanic engaged in repairing engines and fuel	
	equipment running on leaded gasoline	
		12
74.	A repairman engaged in:	
	repairing hot boilers;	12
	on the other works of the steam power industry	6

75.	A plumber employed in public toilets for cleaning and	
	repairing sewers	6
76.	A mechanic for the repair of rolling stock, constantly	
	engaged in the regeneration of filters of all-metal wagons	6
77.	Locksmith – repairman of laundry equipment	6
78.	Drainer-a bottler engaged in work	
	with acids and petroleum products;	12
	with lubricants	6
79.	Train Compiler and Assistant Compiler	6
80.	A laundry washer engaged in:	
	hand washing and washing work clothes;	12
	in other jobs	6
81.	The rigger	6
82.	Thermist on HDTV installations, thermist on furnaces	6
83.	The telegraph operator	12
84.	The physiotherapist	12
85.	A cleaner of office premises engaged in cleaning outdoor	
	(public) restrooms and bathrooms, a cleaner of the territory	6
86.	A cleaner of industrial premises, constantly engaged in	
	cleaning the galvanic compartment, as well as areas of melting and straightening products with lead alloys	6
87.	A grinder engaged in grinding products:	
	with abrasive wheels in a dry way or using chrome paste;	
	with the use of kerosene, gasoline, carborundum paste, sandpaper, oil and Viennese lime	12
		6
88.	Electrician for the repair of electric power facilities	6
89.	Electrician for the repair of electrical equipment	6
90.	Electrician for the repair of overhead power lines, engaged	

	in riding work	6
91.	An electrician for tests and measurements in electric networks, engaged in work in electric networks with a voltage of 110 kV and above	
		6
92.	Electrician for substation maintenance, electrician for electrical equipment repair, engaged in maintenance and repair of electrical substation equipment with a voltage of 110 kV and above	
		6
93.	Employees of the Acca station working on the territory of the Novozhambyl phosphorus plant, commodity cashiers – 4 people, cargo and baggage pickups – 6 people, car repair inspectors – 5 people.	
		6
94	A fire truck driver engaged in driving and servicing fire trucks, with a load capacity of:	
	up to 5 tons	6
	over 5 tons	12
95	The operator of the flaw cart	6

#### **Notes:**

- 1. The heads of the Company's branches, in agreement with the trade union committees, may supplement this List in accordance with the List of industries, workshops, professions and positions, the list of heavy work, work with harmful and (or) dangerous working conditions, work in which entitles to a reduced working time, additional paid annual leave and an increased amount remuneration, as well as the rules for their provision, approved by the authorized body.
- 2. The heads of workshops, sites, foremen, assistants, whose professions are provided for in this annex, are granted additional leave of the same duration as workers of the relevant professions.

Appendix 10
to the Collective Agreement
for 2024-2026
between the Joint-stock
company "National Company
"Kazakhstan Temir Zholy"
and its workforce

## The procedure for providing a reasoned opinion of a professional body

The employer submits a written request for a reasoned opinion with the necessary documents attached when bringing to disciplinary responsibility, including in cases of termination of an employment contract at the initiative of the Employer, except in cases of liquidation of the Company:

with members of elected trade union bodies who are not exempt from their main work - to the trade union body of which these persons are members;

with the head (chairman) of the trade union body who is not released from his main job, to a higher trade union body.

The trade union body registers the appeal and sets the date of the meeting. The appeal is considered within seven working days.

A meeting of a trade union body is considered competent if more than half of its members participate in it.

The appeal is considered in the presence of a representative of the Employer and the person in respect of whom the materials are submitted.

If the specified person fails to appear at a meeting of the trade union body without a valid reason, the issue is considered without his participation.

The decision is made by a majority vote.

The minutes of the meeting of the trade union body are signed by the members present.

An extract from the protocol is signed by the head (chairman) of the trade union body and handed to the person in respect of whom the materials were submitted and to the representative of the Employer within three days from the date of the decision.

Appendix 11
to the Collective Agreement
between the joint-stock
company "National Company
"Kazakhstan Temir Zholy"
and its labor collective on

#### REGULATION

about the Conciliation Commission for the consideration of individual labor disputes in the joint-stock company "National Company "Kazakhstan Temir Zholy"

## 1. General provisions

- 1. This Regulation on the Conciliation Commission for the Consideration of individual labor disputes in the joint–stock Company "National Company "Kazakhstan Temir Zholy" (hereinafter the Regulation) establishes the quantitative composition of the members of the conciliation commission, the procedure for formation and work, the content and procedure for making a decision by the conciliation commission and its content, the term of office of the members of the conciliation commission, the provision of guarantees for its members and other issues related to the organization of the work of the conciliation commission.
- 2. The Conciliation Commission for the consideration of individual labor disputes in the joint—stock company "National Company "Kazakhstan Temir Zholy" (hereinafter referred to as the Conciliation Commission) is established for the purpose of considering and resolving individual labor disputes arising between an Employee (Employees) and an Employer before they exercise their right to appeal to judicial authorities.
- 3. The Conciliation Commission for the resolution of individual labor disputes is formed for the duration of the Collective Agreement 3 years. After the specified period, a new composition of the Conciliation Commission is formed.

During the term of the Conciliation Commission, the parties may replace their representatives in accordance with the procedure established for the formation of the composition of the Conciliation Commission, the powers of all representatives expire simultaneously with the expiration of the period for which the Conciliation Commission was formed.

4. Organizational and technical support of the Conciliation Commission (provision of equipped premises, office equipment, necessary literature, organization of office work, accounting and storage of Employee statements and cases, preparation and issuance of copies of decisions, etc.) is carried out by the Employer.

## 2. Organization of the conciliation commission

- 5. The Conciliation Commission is a permanent body established in the central office, branches and representative offices of the National Company Kazakhstan Temir Zholy Joint Stock Company (hereinafter referred to as the Company), as well as other separate structural divisions on a parity basis from an equal number of representatives from the Employee and Employees.
- 6. Representatives of the Employer in the composition of the Conciliation Commission are determined by an act of the Employer in the number of at least three people, changes are made as necessary. The first heads of branches and representative offices of the Company are not included in the composition of the conciliation commission on the part of the Employer.
- 7. Recommends (suggests) Employee representatives to the composition of the Conciliation Commission of the central office of the Company The Central Council of the NGO "Kazakhstan branch Professional Union of Railway, Automobile, Air and Water Transport Workers", in the number of at least three people.
- 8. Representatives of Employees from structural divisions to the Conciliation Commission are elected at a trade union meeting (conference) in the number of at least 3 (three) people, rotation (replacement), if necessary, can be made at a meeting of the trade union (expanded) committee.
- 9. The Conciliation Commission is headed by a chairman who is elected by the members of the Conciliation Commission on a rotating basis, at least once every two years and who carries out general management of the activities of the Conciliation Commission in accordance with this Regulation. In the absence of the Chairman of the Conciliation Commission, its activities are led by the Deputy Chairman of the Conciliation Commission.
- 10. The Secretary of the Conciliation Commission is elected from among the members of the Conciliation Commission with the right to vote on a rotating basis, with a frequency of at least once every two years.
- 11. A meeting of the Conciliation Commission is considered competent if at least half of its members are present, in equal numbers from the representative of the Employee and the Employer.
  - 12. The members of the Conciliation Commission have the right to:
- 1) to request and receive from the parties to an individual labor dispute the necessary documents and information on the merits of the disagreements that have arisen;
  - 2) to propose their own possible options for resolving an individual labor dispute;
  - 3) sign the decisions taken by the parties to the dispute with their participation

13. The members of the Conciliation Commission shall not have the right to disclose the information received if this information relates to a legally protected secret (state, official, commercial and other confidential information).

The members of the Conciliation Commission are responsible, as provided for in the Company's internal documents and the legislation of the Republic of Kazakhstan, for the unlawful disclosure, transfer or use of legally protected secrets.

- 14. When considering an individual labor dispute, the members of the Conciliation Commission examine the materials and documents necessary for the objective resolution of an individual labor dispute.
- 15. The meeting and the decision of the Conciliation Commission are valid if, when considering an individual labor dispute, an equal number of members of the Conciliation Commission from representatives of the Employer and representatives of Employees are present at the meeting.
- 16. Decisions of the Conciliation Commission by a simple majority of votes and are formalized by protocol. Each member of the conciliation commission shall have one vote in the voting.

In case of equality of votes of the members of the Conciliation Commission on individual labor disputes, these issues are unresolved and are considered by the courts in accordance with the Labor Code of the Republic of Kazakhstan.

17. The decision of the Conciliation Commission is signed by the Chairman of the Conciliation Commission (Deputy Chairman of the Conciliation Commission in the absence of the Chairman of the Conciliation Commission) and the secretary.

The members of the Conciliation Commission agree on the minutes of the meeting.

- 18. Meetings of the Conciliation Commission may be held in person and/or with the use of information and communication technologies. In this case, the participation of the members of the Conciliation Commission and other persons is confirmed by an electronic digital signature or other electronic means, ensuring authorization, identification and preservation by the Employer of the recording of the meeting.
- 19. Those present are prohibited from using video recordings, audio recordings and photographs at meetings of the Conciliation Commission, without the consent /permission of the presiding officers, as well as all members of the Conciliation Commission participating in the meeting.
- 20. Members of the Conciliation Commission may not be subject to disciplinary action without a reasoned opinion of the trade union body of which they are members.

## 3. Competence of the Conciliation Commission

21. The Conciliation Commission is a mandatory pre-trial body for the consideration of individual labor disputes arising in the Company between Employees and the Employer. The Conciliation Commission has the right to consider all individual labor disputes that arise without exception.

- 22. The Conciliation Commission considers all individual labor disputes of Employees related to the application of labor legislation, Collective agreements, agreements and other legal acts, employment contracts.
- 23. When considering applications, the Conciliation Commission verifies the applicant's compliance with the requirements of Article 160 of the Labor Code of the Republic of Kazakhstan.
- 24. If a party to an individual labor dispute misses the deadline for applying to the conciliation commission provided for in article 160 of the Labor Code, its application must be considered by the Conciliation Commission with a decision, which in the future will allow the party who does not agree with this decision to exercise its right to file a claim in court.

At the same time, the omission of this period may serve as an independent basis for the decision of the Conciliation Commission to refuse to satisfy the application without a hearing on the circumstances of the dispute.

- 25. The duration of the application for consideration of individual labor disputes is suspended during the period of validity of the mediation agreement on the labor dispute under consideration, as well as in the absence of a conciliation commission before its creation.
- 26. If the deadline is missed for good reasons, the Conciliation Commission may restore it and resolve the dispute on the merits.
- 27. The decision of the Conciliation Commission for the consideration of an individual labor dispute on the restoration of an Employee to his former job is subject to immediate execution.
- 28. If the employer delays the execution of the decision on reinstatement, the Conciliation Commission shall decide on the payment of the average salary or wage difference to the Employee for the time of delay in the execution of the decision in accordance with paragraph 2 of Article 161 of the Labor Code of the Republic of Kazakhstan.

# 4. The procedure for consideration of an individual labor dispute

- 29. The application received by the Conciliation Commission is subject to mandatory registration by the specified commission on the day of submission.
- 30. Refusal to accept the application is not allowed. The Secretary is obliged to submit the application to the Commission for consideration 5 (five) working days before the meeting of the conciliation commission after its receipt and registration.
- 31. The applicant shall be notified by the Conciliation Commission of the place, date and time of the meeting no later than 3 (three) working days before the meeting.
- 32. The dispute is considered in the presence of the applicant and (or) his authorized representative within the powers delegated to him in accordance with the regulatory legal acts of the Republic of Kazakhstan.
- 33. Consideration of a dispute in the absence of an Employee is allowed only with his written consent (application). In the event of an Employee's failure to attend a meeting

of the Conciliation Commission, consideration of the application must be postponed for a period of no more than two working days, which the Employee and the Employer are notified about.

- 34. In case of repeated absence of the Employee without a valid reason, the Conciliation Commission may withdraw the application from consideration, which does not deprive the Employee of the right to submit the application again.
- 35. In this case, the application is considered as received for the first time, while observing the deadlines provided for in Article 160 of the Labor Code of the Republic of Kazakhstan.
- 36. The Conciliation Commission is obliged to consider the dispute within fifteen working days from the date of registration of the application and issue copies of the decision to the parties to the dispute within three working days from the date of its adoption.
- 37. The Conciliation Commission may invite witnesses, specialists who are not members of the commission to the meeting to clarify the circumstances of the case, to request from the Employer the documents necessary for the consideration of the labor dispute.
- 38. The requirement of the conciliation commission to provide the necessary documentation within a certain period of time is subject to mandatory execution in accordance with the established procedure for all categories of managers and Employees.
- 39. A person who has previously been in an employment relationship has the right to delegate in writing the right to represent his interests in the Conciliation Commission to trade union bodies, elected representatives of employees.
- 40. An individual labor dispute, the party to which is an Employee, including one who was previously in an employment relationship, who provides (rendered) assistance in combating corruption in the organization by informing the superior head and (or) the management of the Company of its branch, representative office, is considered with the mandatory invitation of a representative of the authorized body for combating corruption, taking into account the specifics established by the Law of the Republic of Kazakhstan "On Combating Corruption", and ensuring confidentiality in the presence of an agreement on non-disclosure of information on assistance in combating corruption, concluded in accordance with the procedure established by the legislation of the Republic of Kazakhstan on combating corruption.

The invitation of a representative of the authorized anti-corruption body is made by sending the Employer a notification and relevant materials related to the labor dispute to the authorized anti-corruption body, indicating the place and time of consideration of the labor dispute no later than 3 (three) working days prior to its consideration.

In case of non-appearance of a representative of the authorized anti-corruption body for consideration of a labor dispute, a meeting of the Conciliation Commission is held without his participation, taking into account the specifics established by the Law of the Republic of Kazakhstan "On Combating Corruption".

The requirements of this paragraph are valid for 3 (three) years from the date of receipt by authorized state bodies of the employee's notification of the fact of a corruption offense or from the moment they provide other assistance in combating corruption.

If the Employer receives a notification from the authorized anti-corruption body about the need to consider an individual labor dispute between an Employee, including one who previously had an employment relationship and assisted in combating corruption, and the Employer, the Employer is obliged to take measures to consider this dispute in accordance with the procedure specified in this paragraph, taking into account the specifics established by the Law of the Republic of Kazakhstan "On anti-corruption".

In case of disagreement of the authorized anti-corruption body with the decision taken following the meeting of the Conciliation Commission, the authorized anti-corruption body shall, within two working days from the date of receipt, send a copy of the decision of the Conciliation Commission to the local labor inspection body or the prosecutor's office notification of violation of the rights and legitimate interests of the Employee.

At the same time, sending the specified notification is not an obstacle to applying to the court by a person who provides (provided) assistance in combating corruption.

- 41. The employee has the right to waive the requirements presented in the application before the start of the meeting of the conciliation commission or directly at the meeting of the conciliation commission. The Employee's refusal to meet the requirements is made in writing.
- 42. The decision of the Conciliation Commission shall be executed within the time limit set by it, which may not exceed one month from the date of the decision of the conciliation commission, with the exception of a dispute about reinstatement.

The amounts to be paid by the employer by the decision of the Conciliation Commission shall be paid to the applicant no later than the deadline set for the payment of wages the following month after the decision of the Conciliation Commission.

- 43. In case of non-fulfillment of the decision of the Conciliation Commission within the time limit set by it, the Employee or a person who previously had an employment relationship, or the Employer has the right to apply to the court.
- 44. For the members of the Conciliation Commission, the applicant, witnesses, experts and other participants in the dispute, the workplace and salary are retained for the duration of participation in the meetings of the Commission.
- 45. In accordance with paragraph 8 of Article 159 of the Labor Code of the Republic of Kazakhstan, members of the Conciliation Commission are required to undergo annual training on the application of labor legislation of the Republic of Kazakhstan, the development of negotiation skills and consensus building in labor disputes.

#### 5. The procedure for decision-making by the Conciliation Commission

- 46. At each meeting of the Conciliation Commission, it is mandatory to keep a protocol in which the course of consideration of individual labor disputes is recorded.
- 47. The decision of the Conciliation Commission should be motivated, clear, categorical and should not contain appeals to the Employer (for example, "ask the employer", "recommend to the director", etc.). The decision of the Conciliation Commission should clearly reflect: whether the Employee's claim is satisfied or denied, if partially satisfied, then which one parts, and for what reasons.

If individual members disagree with the majority opinion, they have the right to express their dissenting opinion, which is attached to the protocol.

- 48. The decision of the Conciliation Commission is binding and does not need any approval.
- 49. A copy of the decision is handed over to the Employee and the Employer within 3 (three) working days from the date of its adoption.
- 50. In case of disagreement with the decision of the Conciliation Commission, the Employee or Employer has the right to apply to the court in accordance with the established procedure.

Appendix 12 to the Collective Agreement between the joint-stock company "National Company "Kazakhstan Temir Zholy" and its workforce for 2024-2026

A list of professions associated with difficult, harmful and (or) dangerous working conditions in which the use of milk or other equivalent products is recommended for preventive purposes

№ п/п	Name of the profession	The list of harmful chemicals, work with which gives the right to receive milk or other equivalent products
1	2	3
1	Battery Packer	Sulfuric acid, alkali
2	Chemical water treatment apparatchik	Acid, alkali, marginal and unsaturated hydrocarbons
3	A dry cleaning technician for workwear	Trichloroethylene, perchloroethylene
4	Bandages	Acrolein
5	The driver of the sewage disposal machine	Hydrogen sulfide
6	Galvanizer	Chromium and its compounds

7	Lead-tin Alloy Filler	Lead and its inorganic compounds, hydrochloric acid
8	The cable guy is a solderer	Lead, tin compounds
9	Compressor operator	Acrolein
10	Laboratory assistant	Lead, acids, alkali, oil aerosol, marginal and unsaturated hydrocarbons
11	The driver (operator) boiler, boiler maker	Carbon monoxide, coal dust
12	A painter working with nitroemals	Acetone, nitrobenzene, nitromethane
		Chlorine and its compounds
13	Washing machine driver	Hydrogen sulfide, ammonia, marginal, unsaturated hydrocarbons
14	The driver of the pumping unit	
15	The driver of heavy-duty vehicles	Nitrogen oxides, carbon monoxide, hydrocarbon
16	Metallizer	Manganese oxides
17	The mechanic-adjuster	Acrolein
18	The motorist	Copper and meconite dust
19	Hammerer	Carbon monoxide, coal dust
20	The cleaner (cleaner) of the rolling stock	Kerosene, marginal and unsaturated hydrocarbons
21	The Coppersmith	Lead and its compounds
22	The sealer	Sulfur dioxide, carbon monoxide, nitrogen dioxide, coal dust
23	Operator and assistant to the operator of the flaw cart	Acetone, methyl alcohol
24	Tank washer - steamer	Acetone, esters
25	Polymer Presser	Formaldehyde, acrolein
26	Пропитчик	Benzene, toluene, xylene

27	The sampler	Alkalis, toluene, xylene
28	Carvers	Nitrogen dioxide, welding aerosol, manganese oxide, hydrogen fluoride, chromium
29	Drainer-distributor of petroleum products, outfitter	Hydrocarbons of the methane range: pentane and isopentane
30	The locksmith of rheostatic tests	Nitrobenzene, organic oxides
31	Locksmith for cutting diesel locomotives for scrap	Nitric oxide, hydrogen chloride
32	A locksmith for the repair of fiberglass casings	Acetone, caprolactam
33	A mechanic for the repair of aeropribors of the nylon department	Caprolactam, marginal hydrocarbons
34	The locksmith of emergency recovery works	Ammonia, hydrogen sulfide
35	Oil catcher workers	Acrolein, petroleum products
36	A locksmith for charging fire extinguishers	Borovorody
37	A plumber	Hydrogen sulfide
38	A mechanic mechanic	Methanol
39	A locksmith for the repair of boiler equipment	Hydrocarbons, carbon monoxide
40	A locksmith for the repair of fuel equipment, auxiliary machines with the KR-1 cycle, track measuring machines	Marginal and unsaturated hydrocarbons, oil aerosol
41	A mechanic for the repair of roller bearings	Phosphamide
42	A locksmith for the repair of refrigeration sections	Hydrogen chloride, lead
43	A locksmith for the repair of rolling stock	Xylene, toluene
44	Слесарь-дизелист по ремонту двигателей	Hydrogen sulfide, ammonia

45	The turner	Lead, carbon monoxide, metal dust
46	Etcher, metal, and alloy caster	Aluminum oxide, iron oxide, acid
47	Chrome Plating Machine	Chromium and its compounds
48	The toilet cleaner	Chlorobutane
49	Electric and gas welder	Hydrogen chloride, nitric oxide, iron, carbon
50	Electric and gas welder Electric walkers engaged in painting TED	Acetone, benzene, xylene, toluene

Appendix 13 to the Collective Agreement between the joint-stock company "National Company "Kazakhstan Temir Zholy" and its workforce for 2024-2026

## **Debt transfer agreement**

Astana city "" 20 year	
(Full name persons entitled to compensation for damage caused	d to
their health in the performance of their work duties, number and date of issue of the ider	
card), hereinafter referred to as "Party-1", on the one hand, Joint Stock Company "Natio	-
Company "Kazakhstan Temir Zholy", represented by, acting on the b	
of, hereinafter referred to as "Party-2", on the other hand, and(	
name of the entity providing the service for the manufacture of a prosthesis to a per	son
entitled to compensation for damage caused to his health in the performance of w	ork
obligations), in the person of, acting on the basis of	,
hereinafter referred to as "Party-3", from a third party, collectively referred to as	the
"Parties" have entered into this debt transfer agreement (hereinafter referred to as	the
Agreement) as follows.	
1. In accordance with the terms of this Agreement, Party-1 transfers its debt to	pay
the amount for in size ( next - the amoun	
payment) provided for by the agreement from $N_{\underline{0}}$	
hereinafter referred to as the Agreement) concluded between Party-1 and Party-3, to Par	
and Party-2 undertakes in full the volume to make the payment amount to the Party is 3.	
2. Party-1, in order to implement the terms of this Agreement, is obliged to prov	vide
Party-2 with copies of the following documents:	viac
1) An act on an accident or an act on an accident or	
other damage to the health of Employees related to work in accordance with	the
established form;	
2) an individual rehabilitation program for a person with disabilities;	
3) Contracts;	
4) Invoices - for the payment of the Party-3 for the manufacture of the prosthesis;	

3. Party - 2 and Party - 3 undertake to make appropriate settlements between

themselves within 5 (five) working days from the date of signing the Agreement with the

5) Identity cards.

signing of reconciliation reports.

- 4. The Parties agreed that Party-3 accepts the amount of payment from Party-2 in order to offset this amount against the fulfillment by Party-1 of its payment obligations provided for in the Agreement.
- 5. Party-1 is not responsible for non-fulfillment or improper fulfillment of obligations by Party-2 under the Agreement.
- 6. Any amendments and additions to this Agreement are valid provided that they are made in writing, signed by duly authorized representatives of the Parties with seal impressions (for legal entities).
- 7. In all other matters that are not provided for in this Agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan.
- 8. This Agreement comes into force from the date of its signing and is valid until the Parties fully fulfill their obligations under this Agreement.
- 9. The Agreement is drawn up in the state and Russian languages in 3 (three) copies having the same legal force, 1 (one) copy for each of the Parties. In case of discrepancies, the text of the Agreement in Russian will be considered a priority.

### **Details and signatures of the Parties**

	Side-1
-	MP Side-2
	Legal address:
	Actual address:
	MP
	Side-3
	Legal address:
	Actual address:

Appendix 14
to the Collective Agreement
between the joint-stock company
"Kazakhstan Temir Zholy National Company
and its workforce
for 2024-2026

#### The procedure

for allocating funds for the purchase of a special vehicle, major repairs of a special vehicle and gasoline to a person with a disability who has received an occupational injury or occupational disease in connection with the performance of their work duties.

An employee who has become a person with a disability due to an occupational injury or occupational disease caused by the Employer is provided with a special vehicle at the expense of the Company.

For the purchase of a special vehicle, including for its conversion, a person with a disability is allocated funds in the amount of up to 1800 MCI.

The allocation of funds to a person with a disability is made in the presence of an act on an industrial accident, an individual rehabilitation program, a conclusion of a medical and social examination on the need of a person with a disability to provide special vehicles / special vehicles for medical reasons, if they have a driving license.

The documents are submitted in originals and copies for verification, after which the originals of the documents are returned to the applicant.

A special vehicle is purchased by a person with a disability for a service life of at least 10 years.

Once, from the date of purchase of a special vehicle, a person with a disability is allocated funds for major repairs of a special vehicle in the amount of up to 450 (four hundred and fifty) MCI.

Funds for the overhaul of a special vehicle are allocated on the basis of a technical act drawn up by the technical inspection station and a certificate from insurance companies that the repair of a special vehicle will not be carried out at the expense of the insurance company.

A person with a disability who has a special vehicle at his disposal is allocated monthly funds for gasoline expenses, based on the cost of 75 liters of AI-92 gasoline at retail sale prices prevailing on the first day of the current month in the territory where the person entitled to reimbursement resides.

The repeated allocation of funds to a person with a disability for the purchase of a special vehicle is carried out no earlier than 10 years from the date of purchase of a special vehicle, provided the following documents are provided:

- the current conclusion of the medical and social expertise on the need of a person with disabilities to provide special vehicles / special vehicles for medical reasons;

- an individual rehabilitation program for a person with disabilities;
- the act of an industrial accident.

The documents are submitted in originals and copies for verification, after which the originals of the documents are returned to the applicant.

Appendix 15
to the Collective Agreement
between the joint-stock company
"Kazakhstan Temir Zholy National Company
and its workforce
for 2024-2026

## The procedure

for allocating funds for the purchase of special means of transportation to a person with a disability who has received an occupational injury or an occupational disease in connection with the performance of their work duties

An employee who has become a person with a disability due to an occupational injury or occupational disease caused by the Employer is provided with special means of transportation at the expense of the Company.

A person with a disability who has the right to receive two types of special means of transportation is allocated funds for the purchase of two types of special means of transportation.

A room wheelchair is purchased by a person with a disability for a service life of 7 years based on the cost of a wheelchair of no more than 100 (one hundred) MCI.

A walking wheelchair is purchased by a person with a disability for a period of operation of 4 years based on the cost of a wheelchair of no more than 250 (two hundred and fifty) MCI.

The allocation of funds is made in the presence of an act on an industrial accident, an individual rehabilitation program for a person with a disability (hereinafter referred to as the IPR), medical indications based on the conclusion of a medical and social examination on the need for a person with a disability to provide special means of transportation for medical reasons, as well as provided that they have not received free of charge from relevant organizations.

The documents are submitted in originals and copies for verification, after which the originals of the documents are returned to the applicant.

The repeated allocation of funds to a person with a disability for the purchase of special means of transportation is carried out upon the provision of the following documents:

- the current conclusion of the medical and social expertise on the need of a person with a disability to provide special means of transportation for medical reasons;
  - an individual rehabilitation program for a person with disabilities;
- confirmation that a special vehicle has not been received free of charge from the relevant organizations.

The documents are submitted in originals and copies for verification, after which the originals of the documents are returned to the applicant.

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