



AIFC EMPLOYMENT REGULATIONS

AIFC REGULATIONS No. 4 OF 2017

**December 20, 2017
Nur-Sultan, Kazakhstan**



CONTENTS

PART 1: GENERAL

1. **Name**
2. **Legislative authority**
3. **Purpose of these Regulations**
4. **Application of these Regulations**
5. **Date of enactment**
6. **Commencement**

PART 2: HIRING EMPLOYEES

7. **No waiver**
8. **No false representations**
9. **Hiring children**
10. **Visa**
11. **Right to a written contract**
12. **Amendment of Contract of Employment**
13. **Right to an itemised pay statement**
14. **Term of employment**
15. **Probation**
16. **Employee's duties**
17. **Employment records**

PART 3: PROTECTION OF WAGES

18. **Pay days**
19. **Payment if the employment is terminated**
20. **No unauthorised deductions or payments**
21. **No charge for hiring or providing information**

PART 4: WORKING TIME AND LEAVE

22. **Maximum weekly working time**
23. **Excessive hours**
24. **Daily rest**
25. **Weekly rest period**
26. **Rest breaks**
27. **Vacation leave**
28. **Compensation in lieu of vacation leave**
29. **Taking vacation leave**
30. **Vacation leave during the first year of employment**
31. **Entitlements under other provisions**
32. **Entitlement to leave on National Holidays**
33. **Sick leave**
34. **Sick pay**
35. **Termination for excessive sick leave**
36. **Pro rata entitlements for part-time Employees**

PART 5: MATERNITY AND PATERNITY RIGHTS

37. **Maternity leave**
38. **Maternity pay**
39. **Paternity leave and pay**
40. **Right to return to work**



PART 6: EMPLOYER'S OBLIGATIONS

- 41. **General duties of Employers to their Employees**
- 42. **Health and safety duties**
- 43. **Ventilation**
- 44. **Temperature in indoor workplaces**
- 45. **Lighting**
- 46. **Cleanliness**
- 47. **Room dimensions and space**
- 48. **Workstations and seating**
- 49. **Sanitary conveniences**
- 50. **Drinking water**
- 51. **No penalties for preventing health and safety risks**
- 52. **Work-related injuries**
- 53. **Compensation for employment accidents and occupational diseases**
- 54. **Health insurance**
- 55. **Data protection**

PART 7: TIME OFF WORK

- 56. **Right to time off for antenatal care**
- 57. **Right to remuneration for time off under section 56**

PART 8: EMPLOYEE'S OBLIGATIONS

- 58. **General duties of Employees at work**

PART 9: NON-DISCRIMINATION

- 59. **Discrimination**

PART 10: TERMINATION OF EMPLOYMENT

- 60. **Rights of Employer and Employee to minimum notice**
- 61. **Termination for cause**
- 62. **Right to written statement of reasons for dismissal**
- 63. **Pension for Kazakhstan nationals**
- 64. **End-of-service gratuity**
- 65. **No other compensation rights on termination**

PART 11: MISCELLANEOUS

- 66. **Power to make rules**

SCHEDULE 1: INTERPRETATION

- 1. **Definitions**



PART 1: GENERAL

1. Name

These Regulations are the *AIFC Employment Regulations 2017*.

2. Legislative authority

These Regulations are adopted by the Governor under article 4 of the Constitutional Statute and subparagraph 3) of paragraph 9 of the Management Council Resolution on AIFC Bodies.

3. Purpose of these Regulations

The purpose of these Regulations is to:

- (a) provide minimum employment standards for Employees who are based in, or ordinarily work in or from, the AIFC; and
- (b) promote the fair treatment of Employees and Employers; and
- (c) foster employment practices that contribute to the prosperity of the AIFC.

4. Application of these Regulations

- (1) These Regulations apply to an Employees of AIFC Bodies, AIFC Bodies` organisations, the AIFC participants, and to the Employee's Employer.
- (2) These Regulations provide the applicable law for the Contract of Employment of the Employee.
- (3) Any dispute arising under these Regulations shall be subject to the jurisdiction of the Court.

5. Date of enactment

These Regulations are enacted on the day they are approved by the Governor.

6. Commencement

- (1) These Regulations commence on 1 January 2018.
- (2) Existing contracts of employment stay in force up to 12 months after commencement date of these Regulations provided Employers replace existing contracts of employment within that period with a Contract of Employment made under these Regulations.



PART 2: HIRING EMPLOYEES

7. No waiver

- (1) The requirements of these Regulations are minimum requirements, and a provision in an agreement to waive or exclude any of those requirements is void unless expressly permitted under these Regulations.
- (2) Subsection (1) does not prevent an Employer and Employee from entering into a settlement agreement under which the Employer or Employee agrees to waive all and any actual, threatened or potential claims that the Employer or Employee may have against the other arising out of the Employee's employment (or, if applicable, the termination of the Employee's employment), including claims to enforce rights under these Regulations.
- (3) However, subsection (2) applies to a settlement agreement only if:
 - (a) the agreement is in writing; and
 - (b) the agreement is signed by both the Employer and Employee; and
 - (c) valid consideration is provided to the party waiving claims by the other party.
- (4) These Regulations do not prevent an Employer from providing terms and conditions of employment in any Contract of Employment that are more favourable to the Employee than those required under these Regulations.

8. No false representations

An Employer must not induce, influence or persuade a person to become an Employee, or to work or to be available for work, by misrepresenting any of the following:

- (a) the availability of a position;
- (b) the type of work;
- (c) the wages;
- (d) the conditions of employment.

9. Hiring children

An Employer must not employ a child who is under 18 years of age.

10. Visa

An Employee obtains Kazakhstan appropriate visa in accordance with the Constitutional Statute.

11. Right to a written contract

- (1) An Employee may only be employed under a Contract of Employment that is written in English and signed by both the Employer and the Employee.
- (2) Within 2 months after the start of the employment, the Employer must give the Employee a written copy of the Contract of Employment that has been signed by both the Employer and the Employee.



- (3) If the Employee does not have sufficient competency in the written English language to understand the terms of the Contract of Employment, the Employer must ensure that the terms of the contract are adequately explained to the Employee before the Employee signs it.
- (4) The Contract of Employment must include the following as a minimum:
 - (a) the names of the Employer and Employee;
 - (b) the date of the start of the employment;
 - (c) the Employee's Wages;
 - (d) the applicable Pay Period;
 - (e) any terms and conditions relating to hours or days of work;
 - (f) any terms and conditions relating to:
 - (i) vacation leave, pay for vacation leave, National Holidays and pay for National Holidays; and
 - (ii) sick leave and sick pay;
 - (g) the length of notice that the Employee and the Employer is obliged to give, and is entitled to receive, to terminate the employment;
 - (h) the title of the Employee's job or a brief description of the Employee's work;
 - (i) if the employment is not intended to be for an indefinite duration – the period for which it is expected to continue or, if it is for a fixed term, the date it is to end;
 - (j) the place of work;
 - (k) any disciplinary rules or grievance procedures applying to the Employee; and
 - (l) anything else prescribed by rules made by the Board.
- (5) The Employer must ensure that the Contract of Employment expressly states the matters (if any) relating to the employment of the Employee that are to be subject to the Employer's policies that may be changed at the Employer's discretion from time to time by way of a written notice to the Employee.

12. Amendment of Contract of Employment

An amendment of the Contract of Employment of an Employee must be in writing and signed by the Employee unless the amendment is for the benefit of the Employee.

13. Right to an itemised pay statement

- (1) When, or before, an Employer pays an Employee any Wages, the Employer must give the Employee a written itemised pay statement that includes:
 - (a) the amount of the Wages payable; and



(b) the amounts of any variable, and any fixed, deductions made from that amount and the purposes for which they were made.

(2) The Employer complies with subsection (1) if the Employer provides the Employee with electronic access to the itemised pay statement and the Employee can print the statement.

14. Term of employment

The term of employment of an Employee must be defined by the Employer in the Employee's Contract of Employment.

15. Probation

(1) An Employer may require an Employee to undergo a probationary period, if the probationary period does not exceed 3 months and is specified in the Employee's Contract of Employment.

(2) During the probationary period either the Employer or the Employee may terminate the Contract of Employment without cause on 1 week notice to the other or for cause without notice.

16. Employee's duties

An Employee must, except as and to the extent specified in the Employee's Contract of Employment, during the employment (and, as specified in this subsection, after the termination of the Employee's employment):

- (a) perform the Employee's employment duties with reasonable diligence and care; and
- (b) obey the orders of the Employer to the extent that:
 - (i) the orders are consistent with the Employee's employment duties; and
 - (ii) carrying out the orders will not expose the Employee to danger; and
 - (iii) carrying out of the orders will not constitute a contravention of any regulation or other acting law of the Astana International Financial Centre or of legislation of Kazakhstan that applies within the Astana International Financial Centre; and
- (c) comply with the health and safety instructions of the Employer; and
- (d) during and for an indefinite period after the termination of the Employee's employment, take reasonable care of any of the Employer's property that is in the Employee's possession, under the Employee's control or used by the Employee or to which the Employee has access; and
- (e) not accept any gift or advantage from any person for performing the Employee's employment duties; and
- (f) not compete with the business of the Employer; and
- (g) during and for an indefinite period after the termination of the Employee's employment, not disclose to a third party any confidential information of the Employer.

17. Employment records



- (1) An Employer must keep a copy of each Employee's Contract of Employment and records of the following information for each Employee:
 - (a) the Employee's name, date of birth, occupation, telephone number and contact address (both residential and postal); and
 - (b) the date when the Employee's employment began; and
 - (c) the Employee's Wages (gross and net, if applicable), and the Employee's Pay Period; and
 - (d) the contractual hours that the Employee has agreed to work; and
 - (e) the benefits paid to the Employee by the Employer; and
 - (f) each deduction made from the Employee's Wages and the reason for it; and
 - (g) the dates of the National Holidays taken by the Employee and the amounts paid by the Employer for the National Holidays; and
 - (h) the dates of the vacation leave taken by the Employee, the amounts paid by the Employer for vacation leave, and the days of, and amounts for, vacation leave owing; and
 - (i) sick leave and other special leaves of absence; and
 - (j) the amount of any end-of-service gratuity payment and any other severance payment paid to the Employee on termination of the employment.
- (2) The records required by subsection (1) must be:
 - (a) in English; and
 - (b) kept at the Employer's principal place of business in the Astana International Financial Centre; and
 - (c) kept by the Employer for a minimum of 2 years after the Employee's employment terminates.
- (3) Records under subsection (1) may be kept in electronic format.
- (4) In records kept for subsection (1), the English language has precedence over any other language used in the records.



PART 3: PROTECTION OF WAGES

18. Pay days

- (1) An Employer must pay an Employee the Employee's Basic Pay.
- (2) The Basic Pay during a year must be calculated taking into account the total number of days in the year.
- (3) The Pay Period for the Employee's Basic Pay must not exceed 1 month.
- (4) The Employee's Basic Pay (and any pay for vacation leave) for a Pay Period must be paid within 5 days after the end of the Pay Period.
- (5) For these Regulations, an Employee's Daily Wage during a year must be calculated taking into account the total number of days in the year.

19. Payment if the employment is terminated

On termination of employment, an Employer must pay all Wages and any other amounts owing to an Employee within 14 days after they become due.

20. No unauthorised deductions or payments

- (1) An Employer must not make a deduction from an Employee's Wages or accept a payment from an Employee, unless:
 - (a) the deduction or payment is required or authorised under legislation that applies in the Astana International Financial Centre or under the Employee's Contract of Employment; or
 - (b) the Employee has previously agreed in writing to the deduction or payment; or
 - (c) the deduction or payment is a reimbursement for an overpayment of Wages or expenses; or
 - (d) the deduction or payment has been ordered by the Court.
- (2) The Employer may not request, demand or accept any amount from the Employee as reimbursement for costs incurred by the Employer in respect of the Employee's obligations under section 10.

21. No charge for hiring or providing information

- (1) A person must not request, charge or receive, directly or indirectly, from a person seeking employment a payment for:
 - (a) employing or obtaining employment for the person seeking employment; or
 - (b) providing information about employers seeking employees.
- (2) A person does not contravene subsection (1) by requesting, charging or receiving payment for any form of advertisement from the person who places the advertisement.
- (3) A payment received by a person in contravention of subsection (1) is taken to be Wages owing or a debt due to the person seeking employment.





PART 4: WORKING TIME AND LEAVE

22. Maximum weekly working time

An Employee's working time must not exceed an average of 40 hours for each working week period unless the Employer has obtained the Employee's freely-given, informed prior written consent.

23. Excessive hours

Despite anything in this Part, an Employer must not require or allow, directly or indirectly, an Employee to work excessive hours or hours detrimental to the Employee's health or safety.

24. Daily rest

An Employee's working time on a day must not exceed 8 hours unless the Employer has obtained the Employee's freely-given, informed prior written consent.

25. Weekly rest period

An Employee is entitled to an uninterrupted rest period of not less than 48 hours in each 7 day work period.

26. Rest breaks

If an Employee's working time on a day is more than 6 hours, the Employee is entitled to rest breaks of not less than 15 hours in total. The rest breaks may be spent away from the Employee's workstation.

27. Vacation leave

- (1) Subject to section 30, an Employee is entitled to vacation leave for a minimum period of 20 Business Days per year or, if the Employee is entitled to vacation leave for a longer period under the Employee's Contract of Employment, for that longer period.
- (2) Vacation leave accrues pro rata for an Employee who has been employed for at least 90 days in a year.
- (3) An Employee is entitled to carry forward accrued but untaken vacation leave up to a maximum of 5 Business Days into the next year for a maximum period of 12 months. Any unused leave expires at the end of the 12 months.
- (4) An Employer must allow an Employee who is entitled to a vacation leave to take it in periods of 1 or more weeks.
- (5) Vacation leave is in addition to National Holidays to which an Employee is entitled.
- (6) An Employee is entitled to a payment in lieu of vacation leave earned only if:
 - (a) the Employee's employment is terminated; or
 - (b) the Employer agrees to make the payment.

28. Compensation in lieu of vacation leave



- (1) If an Employee's employment is terminated, the Employer must pay the Employee an amount in lieu of vacation leave accrued but not taken. If the Employee has taken more vacation leave than has accrued at the termination date, the Employee must repay the Employer the amount paid by the Employer to the Employee for the vacation leave to which the Employee was not entitled. .
- (2) Compensation in lieu of vacation leave is calculated using the Employee's Daily Wage for the Employee's last day of employment.

29. Taking vacation leave

- (1) If an Employee wishes to take vacation leave, the Employee must give the Employer at least 7 days prior written notice, specifying the days on which leave is to be taken. The Employee's entitlement to take vacation leave on those days is subject to any requirement imposed by the Employer under subsection (2).
- (2) An Employer may require an Employee to take vacation leave on specified days by giving at least 7 days prior written notice to the Employee.
- (3) Subsections (1) and (2) do not apply to an Employer and Employee in relation to a period of vacation leave if they mutually agree on when the vacation leave is to be taken.

30. Vacation leave during the first year of employment

- (1) During the first year of an Employee's employment, the amount of vacation leave that the Employee is entitled to take at any time is limited to the amount of vacation leave that has accrued to the Employee at that time, less the amount of any vacation leave already taken by the Employee during that year. However, the Employer may agree to the Employee taking a greater amount of vacation leave during the Employee's first year of employment.
- (2) For subsection (1), leave is taken to accrue over the Employee's first year of employment, at the rate of one-twelfth of the Employee's yearly entitlement to vacation leave under section 27(1), on the first day of each month of that year.

31. Entitlements under other provisions

Subject to sections 37(4), 38(2) and 39(4), if an Employee is entitled to a rest period, rest break, vacation, maternity leave or paternity leave under both these Regulations and the Employee's Contract of Employment, the Employee may elect to take the more favourable entitlement, but not both entitlements.

32. Entitlement to leave on National Holidays

- (1) An Employee is entitled to leave on National Holidays that fall on a Business Day.
- (2) An Employee is entitled to be paid the Employee's Daily Wage for leave taken on a National Holidays under subsection (1).
- (3) Leave to which an Employee is entitled under subsection (1) for a National Holiday may be replaced by:
 - (a) a day in lieu; or
 - (b) a payment in lieu; or



- (c) a pro rata amount relating to the period of time worked, if the Employer and the Employee both agree in writing.

33. Sick leave

- (1) An Employee is entitled to sick leave not exceeding a maximum of 60 days in total in any 12 month period.
- (2) An Employee who requests sick leave under subsection (1) must personally, or have someone on the Employee's behalf:
 - (a) notify the Employer, as soon as reasonably practicable, that the Employee is unable to fulfil the duties reasonably expected in the Employee's position because of the Employee's sickness; and
 - (b) if required by the Employer, at least once every 7 days during a period of absence due to sickness, provide a medical opinion that states that the Employee cannot fulfil the duties reasonably expected in the Employee's position.
- (3) If an Employee is absent because of sickness on a day, the Employer must, if the conditions set out in subsection (2) are satisfied by the Employee in relation to the day, pay the Employee sick pay for that day.
- (4) If an Employer would, apart from subsection (2), be liable to pay sick pay to an Employee, the Employer is entitled to withhold the sick pay if the Employee failed to give the notice (and the medical opinion, if required by the Employer) to the Employer as required under that subsection.

34. Sick pay

- (1) Subject to section 33, an Employee is entitled to sick pay in accordance with the Employee's Contract of Employment.
- (2) This section does not apply to an Employee if the Employee's Contract of Employment is for 1 month or less.

35. Termination for excessive sick leave

If an Employee takes more than an aggregate of 60 days of sick leave in any 12 month period, the Employer may terminate the employment immediately with written notice to the Employee.

36. Pro rata entitlements for part-time Employees

For an Employee employed on a part-time basis, the rights of the Employee to take leave under sections 27, 33, 37, and 39 (and the rights of the Employer under section 35 to terminate for excessive sick leave) apply but are to be calculated on a pro rata basis.



PART 5: MATERNITY AND PATERNITY RIGHTS

37. Maternity leave

- (1) An Employee is entitled to maternity leave for a minimum period of 65 Business Days or, if the Employee is entitled to maternity leave for a longer period under the Employee's Contract of Employment, for that longer period.
- (2) The Employee is entitled to be paid in accordance with section 38 during the minimum period of maternity leave under subsection (1) if she:
 - (a) will have been continuously employed by her Employer for at least 12 months before the expected or actual week of childbirth; and
 - (b) notifies her Employer in writing that she is pregnant at least 8 weeks before the expected week of childbirth, if requested by the Employer; and
 - (c) provides her Employer with a medical practitioner's certificate stating the expected or actual birth date, if requested by the Employer; and
 - (d) notifies her Employer in writing at least 21 days before the day the Employee proposes to begin her maternity leave.
- (3) Annual leave continues to accrue to the Employee during the minimum period of the maternity leave and may be taken separately.
- (4) A female Employee who is adopting a child less than 3 months old is entitled to maternity leave in relation to the adoption, and this section and section 38 apply to the Employee as if a reference to childbirth were a reference to the adoption and all other necessary changes were made.

38. Maternity pay

- (1) During the minimum period of maternity leave of an Employee under section 37(1), the Employer must pay the Employee:
 - (a) at the Employee's normal Daily Wage, for the first 33 Business Days of the period; and
 - (b) at 50% of the Employee's normal Daily Wage, for the next 32 Business Days of the period
- (2) The Employee cannot receive compensation in lieu of maternity leave.
- (3) For this section, if a National Holiday falls on a Business Day during the minimum period of maternity leave, the minimum period of the maternity leave is extended by the period of the National Holiday.

39. Paternity leave and pay

- (1) An Employee who becomes a father to a newly-born child is entitled to paternity leave for a minimum period of 5 Business Days or, if the Employee is entitled to paternity leave for a longer period under the Employee's Contract of Employment, for that longer period.
- (2) The paternity leave must be taken within 2 months after the day of the child's birth.



- (3) During the minimum period of paternity leave under subsection (1), the Employer must pay the Employee at the Employee's normal Daily Wage.
- (4) The Employee cannot receive compensation in lieu of paternity leave.
- (5) For this section, if any National Holidays fall on a Business Day during the minimum period of paternity leave, the minimum period of the paternity leave is extended by the period of the National Holiday.

40. Right to return to work

- (1) An Employer must not, because of an Employee's pregnancy or entitlement to maternity leave or paternity leave:
 - (a) terminate the employment; or
 - (b) change the position or condition of employment without the Employee's prior written consent.
- (2) An Employee has the right to return to work at the end of a period of maternity leave to the same role or a suitable alternative on the same terms and conditions, and with same seniority rights, she would have had, had she not taken maternity leave.
- (3) An Employee has the right to return to work at the end of a period of paternity leave to the same role and with same seniority rights he would have had, had he not taken paternity leave.



PART 6: EMPLOYER'S OBLIGATIONS

41. General duties of Employers to their Employees

- (1) An Employer has a duty to ensure, as far as is reasonably practicable, the health, safety and welfare at work of all of the Employer's Employees.
- (2) An Employer must provide and maintain a workplace that is free of harassment, safe and without risks to an Employee's health.

42. Health and safety duties

Without limiting an Employer's duty under section 41, the Employer must, as far as is reasonably practicable:

- (a) ensure adequate systems are in place that minimise risks to health concerning fire hazards and the use, handling, storage and transport of dangerous articles and substances; and
- (b) provide information, instruction, training and supervision to Employees, in English or, if necessary, another language understood by the Employees, to ensure their health and safety at work; and
- (c) inform each Employee in writing at the time of recruitment of the dangers (if any) connected with the employment and of the protective measures the Employee must take; and
- (d) provide and maintain adequate and safe access to, and from, the workplace; and
- (e) provide any other facilities or meet any other requirements prescribed by rules made by the Board.

43. Ventilation

An Employer must ensure that every enclosed workplace is ventilated by a sufficient quantity of fresh or purified air.

44. Temperature in indoor workplaces

An Employer must ensure that, during working hours, the temperature in all workplaces inside buildings is reasonable.

45. Lighting

An Employer must ensure that all workplaces have suitable and sufficient lighting.

46. Cleanliness

An Employer must keep all workplaces, and the furniture, furnishings and fittings of all workplaces, clean.

47. Room dimensions and space

An Employer must ensure that every room where persons work has sufficient floor area, height and unoccupied space for purposes of health, safety and welfare.



48. Workstations and seating

An Employer must ensure that workstations are suitable for Employees and the nature of the work required to be done at the workstations.

49. Sanitary conveniences

An Employer must provide suitable and adequate sanitary conveniences at readily accessible places in the workplace.

50. Drinking water

An Employer must provide an adequate supply of wholesome drinking water for all Employees in the workplace.

51. No penalties for preventing health and safety risks

- (1) An Employer must not dismiss or otherwise penalise, directly or indirectly, any Employee for:
 - (a) carrying out activities that prevent or reduce risks to health and safety in the workplace if the Employee has been specifically designated to do so; or
 - (b) taking reasonable steps to avert serious and imminent danger and for refusing to return to the place of danger until the danger no longer exists.
- (2) An Employee is not taken to have been penalised for conduct referred to in subsection (1) if the Employer proves that the Employee's conduct was negligent or inappropriate in the circumstances and that a reasonable Employer would have treated the Employee as the Employer did.

52. Work-related injuries

The Employer must immediately obtain, at the Employer's expense if the expense is not covered by the Employer-provided health insurance, adequate medical assistance for any Employee who suffers an injury as a result of an accident arising out of or in the course of the Employee's employment.

53. Compensation for employment accidents and occupational diseases

- (1) If an Employee sustains an injury as a result of an accident arising out of or in the course of the Employee's employment, and the Employee can show that the accident arose as a result of the Employer's negligence or actions, the Employer must pay compensation to the Employee in accordance with the scale of compensation amounts prescribed for this section by rules made by the Board.
- (2) Compensation is not payable under subsection (1) until a scale of compensation amounts has been prescribed for this section by rules made by the Board.
- (3) If an Employee dies as a result of an accident or illness arising out of or in the course of the Employee's employment, and the Employee's dependants can show that the accident or illness arose as a result of the Employer's negligence or actions, the Employer must pay compensation to the Employee's named dependants in accordance with rules made by the Board.

54. Health insurance



An Employer must obtain and maintain health insurance cover for the Employer's Employees.

55. Data protection

- (1) An Employer must comply with the duties set out in this section in relation to Personal Data relating to a Data Subject.
- (2) Personal Data must be Processed by the Employer only for the purposes of:
 - (a) exercising or performing a right or obligation conferred or imposed by the acting law of the Astana International Financial Centre on the Employer in connection with the employment or engagement of the Data Subject; or
 - (b) complying with any legal obligation to which the Employer is subject, other than an obligation imposed by contract; or
 - (c) protecting the vital interests of the Data Subject; or
 - (d) fulfilling the legitimate commercial interests of the Employer, except if the Processing is unwarranted in any particular case because of prejudice to the legitimate interests of the Data Subject.
- (3) The Employer must ensure that Personal Data is adequate, relevant and not excessive in relation to the purpose or purposes for which it is Processed.
- (4) The Employer must take reasonable steps to ensure that Personal Data is accurate and kept up-to-date (having regard to the purpose or purposes for which it is Processed).
- (5) The Employer must ensure that Personal Data is not kept by the Employer for longer than is necessary (having regard to the purpose or purposes for which it is Processed).
- (6) The Employer must take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- (7) The Employer must not transfer Personal Data outside of the Astana International Financial Centre unless:
 - (a) the transfer is necessary to comply with a legal obligation to which the Employer is subject, other than an obligation imposed by contract; or
 - (b) the transfer enables the Employer to manage the employment or engagement of the Data Subject; or
 - (c) the transfer is to fulfill legitimate commercial interests of the Employer, and transfer is not unwarranted because of the prejudice to the legitimate interests of the Data Subject; or
 - (d) the Data Subject has given written consent to the transfer.
- (8) If the Employer transfers Personal Data outside the Astana International Financial Centre under subsection (7)(b), the Employer must take reasonable steps to ensure that the Employer can continue to fulfill the Employer's obligations under this section in relation to the Personal Data.



- (9) For subsection (7)(d), consent may be given in a Contract of Employment or any other written contract between the Data Subject and the Employer.
- (10) A Data Subject is entitled, by giving the Employer a minimum of 20 Business Days prior written notice, to be provided with access to the Employer's records containing the Personal Data of the Data Subject that are used by the Employer in connection with the employment or engagement of the Data Subject. A Data Subject may only use this access for the purpose of notifying the Employer of any inaccuracy in the Personal Data.
- (11) An Employer is entitled to exclude from the records provided under subsection (10) any information that is the Personal Data of another Data Subject, subject to any duty of confidentiality owed to a third party or that is prescribed by the rules made by the Board to be excluded information.



PART 7: TIME OFF WORK

56. Right to time off for antenatal care

- (1) This section applies to an Employee if the Employee:
 - (a) is pregnant; and
 - (b) has, on the advice of a registered medical practitioner, made an appointment to receive antenatal care.
- (2) The Employee is entitled to take time off during the Employee's working hours to keep the appointment.
- (3) However, the Employer may ask the Employee to provide:
 - (a) a medical practitioner's certificate confirming the pregnancy; and
 - (b) evidence of appointments for antenatal care.

57. Right to remuneration for time off under section 56

- (1) An Employee who is permitted to take time off under section 56 is entitled to be paid for the period of absence at the appropriate hourly rate.
- (2) For subsection (1), the **appropriate hourly rate** for a period on the day the Employee is permitted to take time off is the Employee's Daily Wage divided by the number of normal working hours for the Employee on that day under the Employee's Contract of Employment.



PART 8: EMPLOYEE'S OBLIGATIONS

58. General duties of Employees at work

An Employee has a duty, while at work, to take reasonable care of the Employee's own health and safety and the health and safety of other persons who may be affected by the Employee's conduct.



PART 9: NON-DISCRIMINATION

59. Discrimination

- (1) An Employer must not discriminate against an Employee regarding employment or any term or condition of employment on any of the following grounds:
 - (a) sex;
 - (b) marital status;
 - (c) race;
 - (d) nationality;
 - (e) religion;
 - (f) age;
 - (g) disability.
- (2) For subsection (1), the Employer discriminates against the Employee if:
 - (a) the Employer treats the Employee less favourably than others would be treated in the same circumstances on any of the grounds mentioned in subsection (1); or
 - (b) in respect of the application of the same provision, criterion, or practice, the Employee is put at a disadvantage not faced by others who are not of that sex, marital status, race, nationality, religion or age, or suffering from a Disability, as applicable; or
 - (c) on any of the ground mentioned in subsection (1), the Employee is subjected to unwanted treatment or conduct that has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive workplace.
- (3) For subsection (2)(b), a provision, criterion or practice is discriminatory in relation to any of the grounds mentioned in subsection (1) if:
 - (a) the Employer applies, or would apply, it to persons who do not share the characteristics of the Employee; and
 - (b) it puts, or would put, persons with whom the Employee shares the characteristic at a particular disadvantage when compared with persons with whom the Employee does not share it; and
 - (c) it puts, or would put, the Employee at that disadvantage; and
 - (d) the Employer cannot show it to be a proportionate means of achieving a legitimate aim.
- (4) An Employer may apply a genuine occupational requirement to subsection (2)(a) and (b). For this subsection, a genuine occupational requirement is a requirement reasonably necessary for the normal performance of a particular role or occupation.
- (5) For this section, an Employer discriminates against an Employee with a Disability if a



AIFC EMPLOYMENT REGULATIONS

physical feature of the workplace or an applicable provision, criterion or practice puts the Employee at a substantial disadvantage in relation to a relevant matter in comparison with persons without the Disability, and the Employer fails to take reasonable steps to avoid the disadvantage.

- (6) For this section, an Employer does not discriminate against an Employee (A) on ground of age because, in relation to the provision of any benefits, facilities or services for Employees, the Employer places (A) at a disadvantage in comparison with another Employee of a different age (B), if: (a) the disadvantage is because (A) has a shorter length of service than (B); and (b) the Employer can show that either:
 - (a) (A) has continuous service with the Employer of 5 years or less; or
 - (b) the Employer reasonably believes that the arrangements for the provision of the relevant benefits, facilities or services fulfil a business need.
- (7) This section does not prevent any law, program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups, including those that are disadvantaged because of Disability.



PART 10: TERMINATION OF EMPLOYMENT

60. Rights of Employer and Employee to minimum notice

- (1) An Employer or an Employee may terminate an Employee's employment in accordance with this section.
- (2) Subject to subsection (5), if the Employee has been continuously employed by the Employer for 1 month or more, the notice required to be given by the Employer or Employee to terminate the Employee's employment must not be less than:
 - (a) 7 days, if the period of continuous employment is less than 3 months; or
 - (b) 30 days, if the period of continuous employment is at least 3 months but less than 5 years; or
 - (c) 90 days, if the period of continuous employment is at least 5 years.
- (3) If the Employee has been continuously employed by the Employer for at least 1 month, any provision for shorter notice in the Employee's Contract of Employment has effect subject to the relevant minimum period of notice (if any) required by subsection (2).
- (4) However, this section does not prevent either the Employer or Employee from agreeing to a longer period of notice, waiving notice or accepting a payment in lieu of notice.
- (5) Subsection (2) does not apply if:
 - (a) the Employee's employment is terminated under section 15(2); or
 - (b) the Employee's employment is terminated under section 35; or
 - (c) either the Employer or Employee terminates the employment for cause under section 61.

61. Termination for cause

- (1) An Employee may terminate the Employee's employment without notice for cause.
- (2) An Employer may terminate an Employee's employment without notice for cause. Termination by the Employer for cause is termination:
 - (a) because the Employee has committed a crime, if the commission of the crime has a material and detrimental impact on the Employer; or
 - (b) because the Employee has committed a repudiatory breach of a provision of the Employee's Contract of Employment; or
 - (c) because the Employee has materially contravened these Regulations, and the contravention has had a material and detrimental impact on the Employer; or
 - (d) for another reason prescribed by rules made by the Board or by the Employee's Contract of Employment.
- (3) Termination for cause does not include termination under section 35.

62. Right to written statement of reasons for dismissal



If the employment of an Employee who has been continuously employed by an Employer for a period of at least 1 year is terminated, the Employer must, on the Employee's written request, provide the Employee with a written statement of the reasons for the Employee's dismissal.

63. Pension for Kazakhstan nationals

If an Employee is a Kazakhstan National, the Employer must enroll the Employee in the Employee's Kazakhstan pension scheme in accordance with the legislation of Kazakhstan and the Employee is not eligible to receive an end-of-service gratuity under section 64 on the termination of the Employee's employment.

64. End-of-service gratuity

- (1) Subject to this section, an Employee who completes continuous employment of at least 1 year is entitled to a gratuity payment on the termination of the Employee's employment, whether the termination is implemented by the Employer or the Employee.
- (2) The gratuity payment is calculated as follows:
 - (a) 21 days Basic Pay for each year of the first 5 years of employment; plus
 - (b) 30 days Basic Pay for each additional year of employment.

However, the total of the gratuity must not exceed the Wages of 2 years of employment.

- (3) The daily rate for the Employee's Basic Pay is calculated based on the number of days in the year and by reference to the Basic Pay payable to the Employee by the Employer as at the date of termination of the Employee's employment.
- (4) The Employer may deduct from the gratuity any amounts owed to the Employer by the Employee.
- (3) If the termination occurs before the end of any full year of employment, the gratuity payment is to be calculated on a proportionate basis.
- (4) If the Employee's employment was terminated by the Employer for cause under section 61, the Employee is not entitled to a gratuity payment.
- (5) If the Employer has established a pension scheme for Employees of the Employer and the pension scheme is open to the Employee, the Employer must give the Employee written notice of the option of choosing between participating in the pension scheme or receiving a gratuity payment under this section.
- (6) If the Employee receives a notice under subsection (5), the Employee must give the Employer written notice of the choice made by the Employee.

65. No other compensation rights on termination

An Employee has no rights to compensation or payments from the Employee's Employer on the termination of the Employee's employment, apart from rights under these Regulations, rules made by the Board under these Regulations and the Employee's Contract of Employment.



PART 11: MISCELLANEOUS

66. Power to make rules

- (1) The Board may make rules prescribing matters:
 - (a) required or permitted by these Regulations to be prescribed by the Board by rules; or
 - (b) necessary or convenient to be prescribed for giving effect to these Regulations.
- (2) However, the Board may not make rules on matters related to the regulation of financial services and related operations in the AIFC.
- (3) Without limiting subsection (1), rules made by the Board may set limits for the fines and other penalties that may be imposed for breaches of these Regulations.
- (4) Until rules mentioned in subsection (3) are made by the Board, there are no limits on the fines and other penalties that may be imposed for a breach of these Regulations.



SCHEDULE 1: INTERPRETATION

1. **Definitions**

In these Regulations, unless the contrary intention appears:

AIFC means Astana International Financial Centre.

AIFC Bodies has the meaning given by article 9 of the Constitutional Statute and the document entitled *The Structure of the Bodies of the Astana International Financial Centre* adopted by the Management Council on 26 May 2016.

Basic Pay, of an Employee of an Employer, means the Employee's Wages excluding any part of them received:

- (a) in kind; or
- (b) as allowance for housing, travel, currency exchange (cashier), children's education, social and entertainment; or
- (c) as any other type of allowance, bonus or commission payment; or
- (d) as overtime pay.

Board means the Board of the Astana International Financial Centre Authority.

Business Day, for an Employee of an Employer, means a normal business day for the Employer as defined in the Employee's Contract of Employment.

Constitutional Statute means Constitutional Statute of the Republic of Kazakhstan dated 7 December 2015 entitled *On the Astana International Financial Centre*.

Contract of Employment, of an Employee of an Employer, means the Employee's contract of employment with the Employer.

Court means the Astana International Financial Centre Court.

Daily Wage, of an Employee of an Employer, means the compensation received by the Employee as Wages from the employer for the work done or services provided by the Employee for the Employer during a Business Day.

Day means a calendar day.

Data Subject, in relation to an Employer, means an *Employee* of the Employer or any individual providing services to the Employer on a non-employment basis (including, for example, an individual providing services to the Employer on a self-employed or contractor basis or through a temporary or other employment agency).

Disability, of an Employee, means a physical or mental impairment that has a substantial and long-term adverse effect on the Employee's ability to perform the Employee's duties in accordance with the Employee's Contract of Employment. For this definition, an impairment has a long-term effect if it has lasted at least 12 months or it is likely to last at least 12 months.

Employee means an individual who works or will work in the service of another person under an express or implied contract of hire under which the other person has the right to control the details of work performance. The other person is the Employee's Employer.



Employer means a person who enters into a contract of hire with an individual under which the individual is an Employee. The individual is the Employer's Employee.

Kazakhstan National means a person who is a national of Kazakhstan.

Kazakhstan means the Republic of Kazakhstan.

Management Council means the Management Council of the Astana International Financial Centre.

Management Council Resolution on AIFC Bodies means *The Structure of the Bodies of the Astana International Financial Centre*, adopted by resolution of the Management Council on 26 May 2016, as amended by resolution of the Management Council, *The Amendments and supplementations to the Structure of the Bodies of the Astana International Financial Centre*, adopted on 9 October 2017.

National Holidays, for an Employee of an Employer, means a national holiday that is announced in Kazakhstan for:

- (a) if the Employer is a public sector entity – the public sector; or
- (b) if the Employer is a private sector entity – the private sector.

Pay Period, of an Employee, means:

- (a) if the Employee is paid by the hour, Day, week or month – the hourly, daily, weekly or monthly period for which the Employee is or is to be paid; or
- (b) if the Employee is paid on a flat rate, piece rate, commission or other incentive basis – the relevant period for which the Employee is or is to be paid.

Personal Data means any information relating to a Data Subject who can be identified, directly or indirectly, in particular by reference to an identification number or to 1 or more factors specific to the Data Subject's biological, physical, biometric, physiological, mental, economic, cultural or social identity.

Processing, in relation to Personal Data, means obtaining, recording or holding the Personal Data or performing any operation or set of operations on the Personal Data, including:

- (a) organisation, adaptation or alteration of the Personal Data; or
- (b) retrieval, consultation or use of the Personal Data; or
- (c) disclosure of the Personal Data by transmission, dissemination or otherwise making available; or
- (d) alignment, combination, blocking, erasure or destruction of the Personal Data.

Wages, of an Employee, means all payments made to the Employee in return for work done or services provided under the Employer's Contract of Employment.