Торайғыров университетінің
ҒЫЛЫМИ ЖУРНАЛЫ

НАУЧНЫЙ ЖУРНАЛ
Торайгыров университа

Торайғыров университетінің ХАБАРШЫСЫ

Экономикалық сериясы
1997 жылдан бастап шығады

TORAIGHYROV UNIVERSITY

ВЕСТНИК

Торайгыров университета

Экономическая серия
Издается с 1997 года

ISSN 2710-3552

№ 3 (2025)

Павлодар

НАУЧНЫЙ ЖУРНАЛ
Торайгыров университета

Экономическая серия
выходит 4 раза в год

СВИДЕТЕЛЬСТВО
о постановке на переучет периодического печатного издания,
информационного агентства и сетевого издания
№ KZ93VPY00029686

выдано
Министерством информации и коммуникаций
Республики Казахстан

Тематическая направленность
публикация материалов в области экономики, управления,
финансов, бухгалтерского учета и аудита

Подписной индекс – 76133

https://doi.org/10.48081/LBWF7904

SRSTI 10.63.27

https://doi.org/10.48081/USIB8311

S. V. Polevoy[1], A. K. Atabayeva[2], Z. S. Gelmanova[3]

[*1,2]Karaganda Researching University named after academician E. A. Buketov, Republic of Kazakhstan, Karaganda;

[3]Karaganda Industrial University, Republic of Kazakhstan, Temirtau.

[*1]ORCID: https://orcid.org/0000-0003-0406-9577

[2]ORCID: https://orcid.org/0000-0002-4644-1843

[3]ORCID: https://orcid.org/0000-0001-9052-9490

*e-mail: polevoy_sergey@mail.ru

ECONOMIC ROLE OF COLLECTIVE AGREEMENT IN HUMAN CAPITAL DEVELOPMENT FOR METALLURGICAL ENTERPRISE

The labor problems of mining and metallurgical complex are an urgent issue of the industrial sector in Kazakhstani economy. Sometimes it includes not only social problems, but also possibility of economic risks from industry's decline, due to the lack of desire among the population to work in its conditions. Many researchers see the essence of this problem in legal regulation of social issues in this area. The purpose of this research is to review and analyze current collective agreement for employees of the Karaganda metallurgical plant of «Qarmet» JSC, inherited by the enterprise from the previous owner, which was «ArcelorMittal Temirtau» JSC. Due to the fact, that this company is going to prepare a new collective agreement for 2025, it will be the right decision to analyze the imperfect aspects of its current model and describe some ways to correct them. This is a point of scientific novelty of the study. This should be done in order to avoid duplication of the issues of previous agreement in terms of granting employees by appropriate rights and their compliance monitoring. Authors used the following methods to implement this research: employee questionnaires, a comparative legal method for analyzing the provisions of a collective agreement. The results of research revealed the desire of employees to change provisions of the collective agreement on wages and social guarantees. Collective agreement of the last corporate period (which one still has its legal force), identifies some regulatory aspects, that impede

the qualitative development for employees human capital. Recommendations for its resolution were presented in the article on this issue.

Keywords: human capital, collective agreement, metallurgical enterprise, social partnership, employee's rights, labor relations.

Introduction

The problem of respect to the industrial workers rights is not new to economics. Authors of German classical philosophy (G. Hegel, L. Feuerbach) or English political economy (A. Smith, D. Ricardo) wrote a lot of treatises about this phenomenon, as well as representatives of romantic and socio-utopian trends of economic thought, such as J. C. L. de Sismondi, H. Saint-Simon, S. Fourier and R. Owen [1].

It was most strongly described from the perspective of the relationship between the antagonistic classes of the «exploited» (workers) and the «exploiters» (employers) in the works of K. Marx and F. Engels [2; 3]. Despite the dawn of socialism in economic policy of many countries in the 20th century, its ideas were eventually discredited in practical application, which is reflected in the example of late USSR and its followers. It became obvious to most economists, that there could be no pure capitalism with the «invisible hand of the market» or socialism with the «only correct planning system» with «centralization of proletariat».

This is also confirmed by statements of many post-Soviet academic economists (for example, by academicians of the Russian Academy of Sciences E. M. Primakov and S.Yu. Glazyev). They say, that mixed economy system is a reality of today, and that new industrial countries of East Asia have adapted to this economic type in their best way [4]. This system combines both of different and opposite concepts: market self-regulation and the planned socialist approach of state institutions, the coexistence of public and private property, state control and personalized entrepreneurship within the vector of this control and state economic development programs. Glazyev names it as «integral» or «convergent» social system. He indicates China as an example of such a system, to a lesser extent it will be Japan, Singapore, South Korea and Malaysia, which fall under it partly. In his opinion, this convergence, based on a combination of inherently different concepts and conflicting theories, manifests itself in strengthening of the social functions block in business and state system not only in developing countries, but also in the strongholds of «laissez-faire», represented by the United States and Western European countries.

Glazyev describes, that role of employee in highly qualified segments of activity should not only to be not measured by the standard of «a cog in the industry that can be replaced», but even consideration of such work as «a commodity for the

employer's money» is very humiliating and rudimentary in relation to nowadays worker in today's context [5]. Metallurgy (of both types: non-ferrous and ferrous), is undoubtedly a field of work, that requires high professional qualifications from most of its workers, engineers and administrative staff. Glazyev, like many «founding fathers» of the human capital theory (T. Schultz, J. Mintzer, G. Becker, S. Kuznets), sees an alternative to the insulting depreciation of employee's labor in the new economic formation of «knowledge economy» within the format of mutually beneficial cooperation, unlimited in the form of short-term benefits or in the form of wages or released goods. This cooperation should be based on the commonality of goals primarily, there should be some ways to achieve them and distribute business results between the company (represented by its owner) and employee in fair way. Only a fair consensus can destroy the social antagonism between employer and employee. However, it is extremely difficult to implement this in Kazakhstani realities. Let us consider this thesis on the example of Karaganda metallurgical plant.

The first reason for this situation is the prolonged temporary «alienation» of domestic entrepreneur from domestic worker, which in no way contributes to the «patriarchal» or «partner» contexts of the Asian «convergent» system, which one prevails in their national industries. The «comprador» approaches of the previous foreign owner, aimed at maximizing profits by minimizing related social costs, significantly distanced the employee's idea of his employer as a «partner» or «father of the workforce», which one is typical for Asian companies.The second reason, that should not be forgotten, is the lack of opportunity to represent an entrepreneur for employee in such roles for historical reasons. The socialist state (as an economic system) was the creator of this production enterprise in fact, and individual entrepreneur had no of such «creative» function. Industry's functioning was not tied to any person from high management or representatives of the business environment. The socialist system coped much better with the definition of common values and even with distribution of income among workers than with the production rationality of its output in relation to modern capitalistic system in CIS countries for today.

The brutal capitalist restoration of the 90s undermined many social institutions of enterprises in post-Soviet countries, decentralized the place of workers in the system of organizational values, led to the abolition of many social guarantees and «working poverty». The employees of the enterprises were extremely disappointed with this situation. Even in the 20s of the XXI century, there is no sense of community among industrial workers with the corporate interests of the firms, where they were engaged. In fact, their reflections on interaction with the enterprise come down to a single thesis: «We give our labor and health in hard

work for a small handout from the owner, who enriches himself at our expense. Neither the enterprise, nor the state can protect and ensure our social interests». This attitude does not change among the elderly, middle-aged, or younger generations of workers for today. Employees do not understand fact, that the more the company acquires for itself, the better this fact will affect to the well-being and personal employee development, as its important component. This misunderstanding can create a negative situation. The industry will lose popularity among workers of various age groups and the continuity of production experience will be disrupted. The essence of the company's human capital is the accumulation and transfer of manufacturing experience to the next generations of employees. Key factor is the reproduction of qualified work experience. It plays major role in preserving and maintaining of other aspects for company's human capital. Therefore, the issue of maintaining continuity for the development of human capital is very relevant in metallurgical industry of post-Soviet countries.

It is possible to talk a lot of times about the principles, ideals and approaches that contribute to its achievement, but in practice, economic law, expressed in specific normative acts, regulating the norms of this policy, acts as an instrument for the implementation of any economic policy. With regard to the interaction of the employer and employee with the corporate system of the organization and the need to express the fundamental principles of labor law in a single documentary form, only one act can work as such a document – a collective agreement. The presence of a collective agreement at the enterprise directly affects not only to the quality and performance of its social obligations to the employee, but also at the level of legally established norms of labor law, and at the level of norms regulated for the employee by the enterprise itself. In addition, the collective agreement is essentially a regulatory instrument of social partnership. The observance and maintenance of the social partnership functioning is extremely important in the aspect of the development of the employee's human capital in the enterprise. It manifests itself in the framework of mutually beneficial cooperation between the employer and employee in the processes of labor activity. However, controversial legal issues, prescribed in the collective agreement, or non-compliance with its norms in practice, are some serious problems for the social partnership mechanism implementation. Therefore, their identification and consideration are the basis for correcting past mistakes in the format of practical implementation of a new social policy for the development of workers' human capital, which will be expressed in qualitatively different provisions of the new collective agreement for Karaganda metallurgical plant.

It is important to underline the meaning of collective agreements. We agree with A. Jurkowska-Gomułka, A. Piszcz and G. Monti that the conclusion of

collective agreements makes it possible to improve the conditions of employment for employees, just by the fact, that a collective agreement in this aspect can be much more effective than legal state acts [6; 7]. We support S.Yu. Chucha's statement that collective agreements are indispensable in differentiating and specifying labor relations in large industrial enterprises at the level of local (internal) regulation [8].

We support the statement of Kazakhstani scientist J.I. Yerdeshova, that social partnership completely contradicts the concept of class struggle of Marxists and is partly a serious injection from the possibility of new socialist revolutions [9]. We agree with M.H. Khasenov that a collective agreement is the basis of social partnership in the legal field of the Republic of Kazakhstan, that describes, why it is extremely difficult to implement these relationships between employee and employer outside the collective agreement system [10]. At the same time, the corresponding author of research, as an economist with a law specialization, agrees with K. Tolmachevsky that the issues of collective agreements are more likely to relate to a special part of labor law than to the general one, since the specifics of labor activity varies greatly in different sectors and industries of management. This formation creates for them a point for a legal specificity [11]. We are supporters of B.A. Kotlyar's approaches about the priority of moving away from the minimum wage fixing indicators for lower-level workers in such labor-intensive areas of employment. We also support his theses on the establishment of a stimulating and progressive (in terms of increasing) wage system at metallurgical enterprises, which will stimulate operational efficiency and increase labor productivity [12; 13]. Although we see this process differently, proposing as an alternative approach, which one consists in graded wage system with a variable part of the salary of 25 %, and a fixed part of 75 %.

Materials and methods

Authors used the method of staff questioning for Karaganda metallurgical plant on issues of satisfaction with aspects of employment contracts within this research. These agreements are concluded on the basis of the norms and principles of the collective agreement. To consider the socio–economic issues of the text into collective agreement itself, a comparative legal method was used to analyze its normative provisions. The results of a questionnaire were taken on the respondents as materials for the study, including both administrative workers and workers (engaged in basic (production) and auxiliary activities). They were very important for a comprehensive presentation of the social portrait of the team in terms of satisfaction with the provisions of employment contract in particular and the provisions of collective agreement in general. The text of the «Collective Agreement on socio-economic issues of «ArcelorMittal Temirtau» Joint-stock

company for 2022-2024» (for today «Qarmet» JSC uses previous variation of this document from ex-owner of Karaganda metallurgical plant) was a part of research material also. It contains some provisions, which came under consideration from the standpoint of the legal method and economically deterministic assessment.

Results and discussion

According to the Labor Code of the Republic of Kazakhstan, dated by November 23, 2015, a collective agreement is a legal act in the form of a written agreement, concluded between employees, represented by their representatives and the employer, regulating social and labor relations in the organization [14]. «The Collective Agreement on Socio-economic Issues of the «ArcelorMittal Temirtau» Joint-stock Company for 2022-2024», valid until the end of this year (2024) and will be still working in 2025 (new project of this act is not prepared at all), consists of 11 main sections. They are presented by these parts: 1. General provisions; 2. Basic rights and obligations of the parties; 3. Employment relations; 4. Working hours and rest time; 5. Professional training, retraining and advanced training (educational section); 6. Remuneration of labor (wages section); 7. Additional social benefits and payments; 8. Medical care and rehabilitation. Public catering; 9. Occupational safety and health protection; 10. The provisions about trade unions and their members. Guarantees of trade union activity; 11. Final provisions [15].

If we consider the sections of the collective agreement within the framework of human capital development, first of all, it is important to understand that the term «human capital» in the functioning of employee in enterprise's structure is understood in the following way: Human capital is the level and stock of health, professional education (expressed in practical skills and theoretical knowledge), experience, motivation. It results all these aspects within all the production abilities of the employee and contribute to achieving the highest result in his work according to company interests. If we consider human capital in this definition, then we need to pay attention not only to the aspect of satisfaction with the collective and employment contract, but we also need to consider employee satisfaction in the context of individual sections from the collective agreement under № 5, № 6, № 7, № 8, № 9. After all, compliance with them and the effectiveness of their implementation directly affect the quality of human capital.

In this aspect, before analyzing any norms of this agreement, firstly, it is necessary to consider the satisfaction of the employees themselves with this collective agreement. The only method that can help in the implementation of this task is a continuous questionnaire, without allocation of focus groups, which will reveal the attitude of organization's employees to the quality of the collective agreement and its norms in general. Totally 100 employees were surveyed within this procedure. 58,3 % of them were administrative staff, 41,7

% were working staff. Both employees of the plant management and employees of workshops were covered. The same answers were offered for most part of the employee satisfaction questions: on a scale from 5 (maximum satisfaction level) to 1 (minimum satisfaction level), with answer options:

– A «yes»; B) «rather yes»;

– C «it is hard to answer»;

– D «rather no»;

E «no». Some questions also were clarified with additional questions that no longer contain the level of satisfaction in the answer options, but rather a concretized answer option.

Let us to start analyzing the effectiveness of a collective agreement with the survey data on employee satisfaction with the conditions of its norms, reflected in the labor aspect of its manifestation, since without disclosing this aspect it will not be possible to identify the true problems on the issue under consideration. It should be noted, that bilateral employment contracts, concluded between an employee and the Karaganda metallurgical plant, are based on the principles of the Labor Code of the Republic of Kazakhstan and the collective agreement, especially in terms of human capital standards. Employment contracts cannot deviate from the provisions and norms of the Labor Code and they are supplemented by a collective agreement in the legal regulation of relations between the parties within the framework of employment at the enterprise.

Most employees do not pay attention to reading the collective agreement, but they can describe their satisfaction with its norms, since they are reflected directly in their employment contracts. Familiarization with these norms and obtaining personal copies of employment contracts is an obligatory part of employment at the Karaganda metallurgical plant. Therefore, it would be mostly correct to interview employees about satisfaction for the norms of their employment contracts with the enterprise, in order to identify problematic aspects and sections of the collective agreement. It is really important, because this document is the fundamental internal normative act of the enterprise. Especially it plays the main role in process of regulating labor relations and the legal foundation for the formation of labor contract norms by direct analogy.

The first question for the «Satisfaction with the terms of the contract» block here is written by the following wording: «Are you satisfied with the terms of your employment contract»? The block of answers to it is shown below, in figure 1:

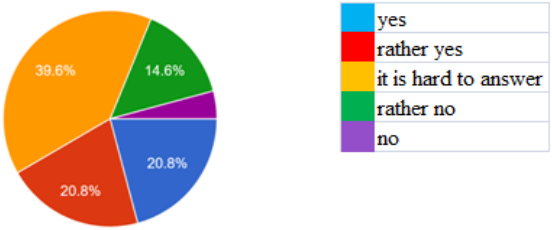

Figure 1 – Indicators of employee satisfaction with the terms of the employment contract.
Note: Compiled by the authors on the basis of statistical data from the survey of employees from «Qarmet» JSC.

As we can see, by the information shown in Figure 1, only 41,6 % of employees consider the contracts satisfactory, 39,6 % doubt their compliance with their ideas, and 18,8 % (almost a fifth of employees) are frankly dissatisfied with them.

The second issue in the questionnaire was the question with the wording: «Would you like to radically change the terms of your employment contract»? The block of answers to it is shown below, in figure 2:

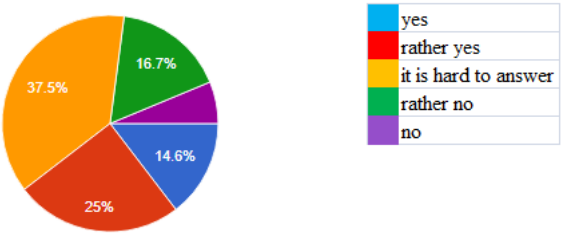

Figure 2 – Indicators of employees' desire to change the terms of an employment contract.
Note: Compiled by the authors on the basis of statistical data from the survey of employees from «Qarmet» JSC.

Figure 2 shows us that only 23 % of employees would leave these standards in their current state without significant changes. 37,5 % of employees are in the category of doubters, 39,6 % (almost half of the respondents) expect serious changes. If a fifth of the employees in the team are at least not satisfied with the conditions, and the majority of staff wants changes in the norms of collective and labor agreements (or doubt their quality), this fact gives us the right to assert that

need for changes in these regulations is obvious. However, there is a different question, which one arises here. If the majority of the interviewed employees wants changes, then it is important to understand exactly which areas of the employment contract they would like to change in their view for these regulatory documents. To do this, they were asked by a clarifying question, with the following wording and more clearly defined answers: «What provisions would you like to change in your employment contract that would have a positive impact on the quality of your work»? The results of the responses to it are presented below, in figure 3:

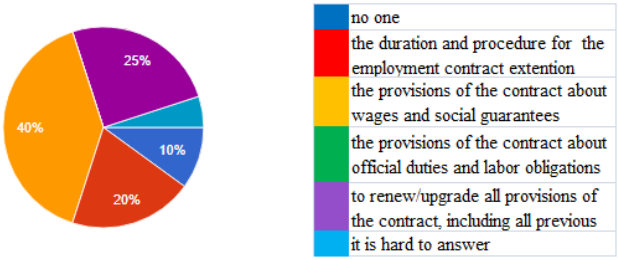

Figure 3 – The results of employees survey on the sections of the employment contract, that they would like to change in most.
Note: Compiled by the authors on the basis of statistical data from the survey of employees from «Qarmet» JSC.

As the results of the survey in Figure 3 show, 40 % (almost half) of respondents would like to change the provisions of wages and social guarantees, 20 % – provisions on the duration and possibility of extending an employment contract, 25 % (a quarter) would like to review all the provisions of collective and employment contracts in general. To consider the situation with the employment contract, it is also very important to find out: which provisions of the labor contract are the most important for employees. Answer for this question will allow us get closer to problematic points of understanding about collective agreement. To know this, next question will be created in this form: «Which provisions of the employment contract are your top priority?» The results of the answers to this question are presented below, by displaying in figure 4:

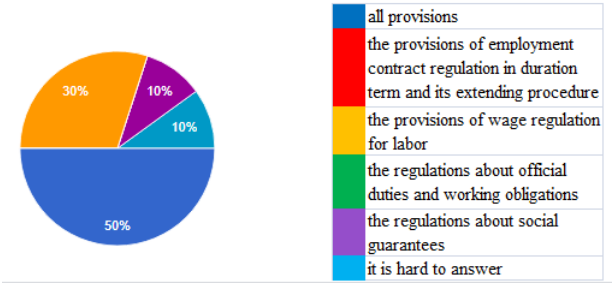

Figure 4 – Priority area s of the employment contract for their compliance by the employer and the trade union (in opinion of employees).
Note: Compiled by the authors on the basis of statistical data from the survey of employees from «Qarmet» JSC.

Naturally, the majority of employees would like all directions and sections to be observed and qualitatively prescribed in contracts. It is based by the fact, that such respondents, according to Figure 4, are a half of all respondents. If we look at the other options, the most priority remains the direction of remuneration and the direction of social guarantees. We need to focus on their consideration in the framework of this article within the sections of the collective agreement of the same name.

Let us to start with the section of the collective agreement No. 6 «Remuneration». Reading the text of the collective agreement on this section, at first glance there are no any critical comments: the norms of labor legislation and wage standards are observed from the position of the Labor Code, however, the problem begins to emerge in the details. There are some clauses in the collective agreement. 6.14. – «Allowances and surcharges are established for employees.» It includes the sub-items of the surcharge: for high professional skills, high achievements in work or for performing particularly important work (Appendix No. 14); for work in gas protective equipment, including members of the voluntary gas rescue squad (Appendix No. 15); for particularly harmful and difficult working conditions for Employees of coke shops of coke chemical production (Appendix No. 17); to the tariff rates (salaries) of Employees engaged in work with harmful working conditions in «ArcelorMittal Temirtau» JSC (Appendix No. 18). And in addition to it, there is a paragraph 6.2. – «The wage system, excluding one-time incentive payments, must ensure a share of the basic salary for at least 75 % in the wages of Employees.» The following question immediately arises here: why payments for harmfulness in the form of appendices 15, 17 and 18 are included in the system of allowances, the variable part of the salary (amounting to 25 %),

and are not immediately included for these positions in the basic salary system (75 %), without taking into account the performance indicators that the variable part regulates. Why does an employer still have a legitimate opportunity to deprive an employee by payments, which are received for harmfulness?

After all, for example, there is such a provision in Appendix 18: 2.5 – «The established amount of additional payments may be changed or canceled if the working conditions and the number of subordinate personnel engaged in work with harmful working conditions changes in accordance with the procedure, provided for in clause 2.4. of this Regulation.» Or, the norm in appendix 14 (on achieving labor indicators): allowances can be canceled or reduced in cases of violation of labor discipline (failure to comply with instructions on the duties, rights and responsibilities of workers; instructions, rules of labor protection and safety, and others). It can be observed, that wage standards are important in terms of compliance for most employees, and there is also a desire to improve this system. It can be concluded that they are not satisfied with the amount of income they receive. Should «monetary deprivation» then be used as punishment norms, or should the harm payments, which they are supposed to make not be included in the main part of the salary, without making these payments in the «allowances» section? In our opinion, these measures do not contribute to the qualitative development of the employee's human capital, but deprive him by quite a few opportunities to motivate professional growth. There are still some controversial points in Appendix No. 14. Let us consider some points of the above: «The total number of workers who can receive allowances should not exceed 25 % of the full-time workers quantity in the whole structural unit. Allowances are not established and are not included in the calculation of the number of workers, whose wages are paid according to the piecework system».

Or one more thing: «Allowances are set for workers, who have secondary education, have worked in this profession for at least one year and have continuous work experience at «ArcelorMittal Temirtau» JSC for at least three years». The next one question arises here: «What should I do when an emergency situation arises, that requires the performance of work in related (second) professions, with accompanying processing outside of job descriptions (that are included in the system of allowances), but more than 25 % of workers from the staff of the structural unit participate in it? Does company really want to deprive these people from legitimate payments? Should they be redistributed according to the subjective opinion of managers for the number of people who fit into 25 % of the staff? May be is it still the right decision to pay each employee depending on the labor participation?

Work experience standards also do not motivate employees who have just joined the company and started their career. Why should they expect bonuses for their production efficiency in a year, if they can show it already at the beginning of the first year of employment? Why we should prescribe the norm «on secondary education» at all? Should this rule discriminate against holders of higher education in allowances? Can employee be hired without a full secondary education to work in the metallurgical industry? What kind of continuous experience in the amount of 3 years can we talk about for only accepted employees? Does such a legal approach motivate them to achieve high production rates? In our opinion, it absolutely does not. It seems, that these regulations do not aim to motivate employees to increase wages for production output, but they are created only to deprive them from allowances, to which some employees are entitled simply by the fact of their working activities.

Linking bonuses to the length of service (job experience) also does not motivate employees, with whom the company enters into an employment contract for up to 6 months (this is 5 %), up to 1 year (25 %), from 1 year to 3 years (35 %), and this is a total of 65 % of the company's employees surveyed. Not being sure at least of the extension of their contract for the next period and being limited in monetary bonuses for the length of service, will these employees work effectively, realizing the injustice of the system tied to the length of their service?35 % of respondents replied, that equity in the distribution of wages is one of the least developed aspects of the human capital formation in an enterprise, while 45 % of respondents describe their income as low. This is the problem of the collective agreement in terms of wages. If we consider the problems of social guarantees under sections No. 7 «Additional social benefits and payments» and No. 8 «Medical care and rehabilitation. Catering», the provisions of which are directly related to them, it is also possible to draw a number of conclusions, based on the analysis of personal data on the negative nature of employee satisfaction with this section, as well as legal formulations leading to this dissatisfaction. The company's social policy is important for 81,2 % of the surveyed respondents. At the same time, 27,1% of respondents are frankly dissatisfied with it. 41,7 % doubt about it, only 10,4 % are completely satisfied. 60,5% of the respondents would like to see changes in it, while 33,3 % of doubting employees did not decide whether they needed changes or not. Only 4,2 % of employees would not like to change the current norms of social policy in the collective agreement.It is worth considering why this is happening. If we consider the general context of provisions No. 7 and No. 8, we can conclude that the provision of social guarantees is possible only in two groups of cases: those timed to personal and corporate significant dates, or those considered in cases of illness, injury and disability, death at work. That is,

these provisions have been formed according to the classical requirements for the socialist period, but how can they be interpreted in terms of social partnership?

The wording of the norms of the collective agreement under consideration creates the feeling that both wage indexation and the provision of social benefits are not focused on encouraging employees for their work results, but they are issued either only during «special dates» or during serious health problems, when they should be issued a priori, according to the principles of the labor legislation of the Republic of Kazakhstan and the norms of public morality. It is the same situation as if social guarantees are not intended for the prevention of social problems and the state of health of the employee, but are designed to combat the severe consequences of metallurgical labor. It is precisely well described in such formulations, according to Budanov I.A., an authoritative researcher of social processes in metallurgy in the CIS countries that scare potential personnel away from joining the industry, since they literally prescribe the thesis: «Your social guarantees are a payment for undermining your health» [16]. However, neither the norms describing wage allowances, nor the norms of social policy focus on the development of continuity and encouragement of young personnel as a part of their motivation for proactive work. Instead, the norms of collective agreements of many post-Soviet enterprises are replete with socialist atavisms designed not to serve the development of partnership between employer and employee, not to improve the social function of these enterprises. And partly on the contrary – they serve for fundamentalist market approaches, in which the employer does not resist by saving at work of his young employees, who have not received an abundance of rights due to the lack of the fact of working in the industry for the someone number of years.

It is precisely, such moments, that undermine the function of accumulating human capital in production, destroying its essence and structure. There is no need to talk about the formation of any kind of social partnership in this context of relationships between the employer and the employee. Therefore, these issues need to be addressed precisely within the framework of improving the norms for the collective agreement on aspects of remuneration and social policy, since, in the opinion of the authors of this research, this is the only correct practical solution.

Our proposals are based on the unfavorable situation in the above-mentioned aspects of the collective agreement for correcting the current situation. They will be described in the following measures:

– The introduction of grading indicators for the possibility of encouraging employees, who have particularly distinguished themselves in their work, by monthly redistribution of the variable part of wages (25% of total wages), based on the indicators in the structural divisions;

– Building and reorienting social guarantees and privileges in their provision not for «memorable dates» or falling them into a preferential category for health reasons. Employer should receiving them for the distinctive activity of an employee in achieving labor indicators and improving the nature of his work, which for one reason or another do not fall into the list of established KPIs;

– At the same time, the preservation of current social guarantees in the new draft collective agreement should be unshakable;

– A thorough reorientation of the collective agreement norms is necessary to actualize this area of employment for the younger generation with secondary special and higher education in natural mathematics and engineering, in the aspect of «untying» the block of wages and social guarantees from the duration of the employment contract and the total length of service at the enterprise;

– The entire context of the new collective agreement should be presented not in the nature of the «buyer of labor – seller of labor» relationship, but within the framework of partnerships between management representatives and an ordinary employee, and this section should appear in it by reflection about common corporate and production goals for three parties: the enterprise, the trade unions and the work collective.

Conclusions

To summarize, we will describe the conclusions of the research.

Firstly, the social dissatisfaction of the company's staff with the norms governing remuneration and the provision of social guarantees does really exist. Secondly, this dissatisfaction is really reflected in the regulations of the collective agreement, which are imperfectly formulated from the point of view on the development of social partnership and staff motivation. Thirdly, at the moment there are no norms and principles in the text of the collective agreement that motivate employees to work proactively, regardless of their length of service and work experience, which could be based only on production results. On the contrary, there are some points in the text of the agreement on this aspect that should be formatted or deleted.

The following results were obtained in research: if we summarize its results, it was the presentation of a social portrait of a team of employees in the context of their satisfaction with aspects of remuneration and provision of social guarantees. The result of this work achieved by the questionnaire method was also studied through the prism of its comparison with the controversial norms of the collective agreement in determining of its normative issues. To correct it, authors of the study outlined solutions that can change the situation in a positive context. It is necessary to summarize the work with the following conclusion: «The Collective Agreement on socio-economic issues of the «ArcelorMittal Temirtau» Joint-stock Company

for 2022-2024» does not correspond to the context of social partnership, since it contains discriminatory and inappropriate norms for remuneration and provision of social guarantees. These norms contradict the principles of social partnership on the provision of remuneration for improvement the company's performance. The real relationships between an employer and an employee in such a situation are far from «partnership» and they are located within the framework of «work for money» relationship concept (and far from being in the best condition of this type of relationships, of course). A specific targeted description of the company's goals and objectives in the form of both expected production results and social measures (as part of their implementation) could correct this situation. And they should be prescribed not only at the stage of common goals and missions, but also to be prescribed separately for most structural units in the annexes of the collective agreement. Only in this case it would be possible to talk about the development of social partnership in comparing these norms with each other.

In confirmation of the above, it would be appropriate to quote the phrase of Yerdeshova Zh.I., dedicated to social partnership in Kazakhstani enterprises, which reads as follows: «In our country, despite the economic crisis and social instability, reformers persistently repeat the successes of social partnership, meaning by them: progress in the field of pensions and salaries in the public sector. In other words, what is considered as an elementary order (which is trivial for the West society) is elevated to the rank of social partnership in our country» [9].

It should be recognized, that this thesis is largely true. In the past 14 years since the publication of her article, situation has not changed at all. Achieving a "social partnership" really implies conceptual and fundamental shifts in the policy of human capital development, rather than demonstrating an «elementary order» in accordance with the minimum requirements of republican labor law. «Qarmet» JSC, also supporting the introduction of graded wages at its enterprise, plans to significantly revise other principles of legal norms in numerous sections, related to the formation and development of human capital in a more progressive manner for the draft of its new collective agreement. According to the management of the Steel Department of the company, such changes should be carried out in accordance with the principles of social partnership, without violating labor laws and in compliance with the minimum social rights of employees, which has already been secured in the previous version of the collective agreement. The result of this work can be observed as early as 2025, with the publication of the draft of a new collective agreement.

REFERENCES

1 **Jennings, J.** Revolution and the Republic: A History of Political Thought in France Since the Eighteenth Century [Text]. – Oxford University Press. 2011. – 347 p.

2 **Marx, K.** Economic and Philosophical Manuscripts of 1844. Collected Works of Karl Marx and Frederick Engels [Text]. – Vol. 3. – International Publishers, New York, – 1975. – 346 p.

3 **Marx, K.** Capital: A critique of political economy. The process of capitalist production [Text]. – Vol. 1. – NY: Cosimo, NewYork, 1867. – 784 p.

4 **Савченко, П. В., Фёдорова, М. Н.** Человеческий капитал в системе социально – трудовых отношений [Текст]. // Вопросы экономической теории. Макроэкономика. – 2018. – № 1(3). – 33 с.

5 **Глазьев, С. Ю.** О новой парадигме в экономической науке. Ч. 2. [Текст]. // Экономическая наука современной России. – 2016. – № 4. – 12 с.

6 Jurkowska-Gomułka, A., Piszcz, A., Pais, S. O. Collective agreements on working conditions of solo self-employed persons: perspective of EU competition law [Text]. // Bialostockie Studia Prawnicze. – 2024. – No 29 (2). – P. 65–82. – https://doi.org/10.15290/bsp.2024.29.02.06.

7 **Monti, G.** Collective labor agreements and EU competition law: Five reconfigurations [Text]. // European Competition Journal. – 2021. – No 17 (3). – pp. 714–744. https://doi.org/10.1080/17441056.2021.1930452.

8 **Чуча, С. Ю.** Социальное партнерство в сфере регулирования трудовых и иных непосредственно связанных с ними отношений [Текст]. // Государство и Право. – 2022. – № 1. – С. 130–142. https://doi.org/10.31857/S102694520018280-9.

9 **Ердешова, Ж. И.** Значение социального партнерства в трудовом праве [Текст]. // Вестник КазНУ. Серия юридическая. – 2010. – № 3 (55). – С.186–193.

10 **Хасенов, М. Х.** Трудовое право Республики Казахстан: в 3 т. Общая часть: учебник [Текст]. – 2023. – Алматы : Smart University Press. – 504 с.

11 **Tomashevski, K.** Labor Law of the Republic of Kazakhstan: in 3 vols. Vol. 1. General part: textbook. Reviewing article [Text]. // Gosudarstvo i Pravo. – 2023. – Vol. 9. – P. 208–211. https://doi.org/10.31857/S102694520026737-1.

12 **Kotlyar, B. A.** Minimal wage as an institution of labor and metal products market [Text]. // Tsvetnye Metally. – 2015. – No 2 (1). – P. 8–11.

13 **Kotlyar, B. A.** Conditions for involvement: How to make corporate staff interested in achieving the targets set by national projects [Text]. // Tsvetnye Metally. – 2019. – No 7. – P. 22–27. https://doi.org/10.17580/tsm.2019.07.01.

14 Кодекс Республики Казахстан от 23 ноября 2015 года № 414-V ЗРК. Трудовой кодекс Республики Казахстан. [Текст]. // Әділет [web-портал]. – 2024. [Электронный ресурс]. – https://adilet.zan.kz/rus/docs/K1500000414 (Дата обращения: 03.11.2024)

15 Издание «Магнитка Плюс». Коллективный договор по социально-экономическим вопросам акционерного общества «АрселорМиттал Темиртау» на 2022-2024 годы. Заключен между ОО «Профсоюз Металлургов «Жақтау» и АО «АрселорМиттал Темиртау». – 2022. – 28 с.

16 **Буданов, И. А., Устинов, В. С.** Социальные приоритеты металлургии [Текст]. // Научные труды. Институт народнохозяйственного прогнозирования РАН. – 2021. – С. 192–215. https://doi.org/10.47711/2076-318-2021-192-215.

REFERENCES

1 **Jennings, J.** Revolution and the Republic: A History of Political Thought in France Since the Eighteenth Century [Text]. – Oxford University Press. 2011. – 347 p.

2 **Marx, K.** Economic and Philosophical Manuscripts of 1844. Collected Works of Karl Marx and Frederick Engels [Text]. – Vol. 3. – International Publishers, New York, 1975. – 346 p.

3 **Marx, K.** Capital: A critique of political economy. The process of capitalist production [Text]. – Vol. 1. – NY: Cosimo, NewYork, 1867. – 784 p.

4 **Savchenko, P. V., Fjodorova, M. N.** Chelovecheskij kapital v sisteme social'no – trudovyh otnoshenij [Human capital within the system of social and labor relations] [Text] // Voprosy jekonomicheskoj teorii. Makrojekonomika. – 2018. – Vol. 1 (3). – P. 28–33.

5 **Glaz'ev, S. Ju.** O novojparadigme v jekonomicheskoj nauke. Ch. 2. [About the newest paradigm in economic science. Part 2.] [Text] // Jekonomicheskaja nauka sovremennoj Rossii. – 2016. – No. 4. – 12 p.

6 **Jurkowska-Gomułka, A., Piszcz, A., Pais, S. O.** Collective agreements on working conditions of solo self-employed persons: perspective of EU competition law [Text]. // Bialostockie Studia Prawnicze. – 2024. – No 29 (2). – P. 65–82. – https://doi.org/10.15290/bsp.2024.29.02.06.

7 **Monti, G.** Collective labor agreements and EU competition law: Five reconfigurations [Text]. // European Competition Journal. – 2021. –No 17 (3). – P. 714–744. – https://doi.org/10.1080/17441056.2021.1930452.

8 **Chucha, S. Ju.** Social'noe partnerstvo v sfere regulirovanija trudovyh i inyh neposredstvenno svjazannyh s nimi otnoshenij [Social partnership in the field of labor and other directly related relations regulation] [Text]. // Gosudarstvo i Pravo.

– 2022. – No 1. – P. 130–142. – https://doi.org/10.31857/S102694520018280-9. (In Russian).

9 **Erdeshova, Zh.I.** Znachenie social'nogo partnerstva v trudovom prave [The importance of social partnership in labor law] [Text]. // Vestnik KazNU. Serija juridicheskaja. – 2010. – No 3 (55). – P. 186–193.

10 **Hasenov, M.H.** Trudovoe pravo Respubliki Kazahstan: v 3 t. Obshhaja chast': uchebnik. [Labor law of the republic of Kazakhstan: in 3 vols. Common part: textbook] [Text]. – 2023. – Almaty: Smart University Press. – 504 p.

11 **Tomashevski, K.** Labor Law of the Republic of Kazakhstan: in 3 vols. Vol. 1. General part: textbook. Reviewing article [Text]. // Gosudarstvo i Pravo. – 2023. – Vol. 9. – P. 208–211. https://doi.org/10.31857/S102694520026737-1.

12 **Kotlyar, B. A.** Minimal wage as an institution of labor and metal products market [Text]. // Tsvetnye Metally. – 2015. – No 2 (1). – P. 8–11.

13 **Kotlyar, B. A.** Conditions for involvement: How to make corporate staff interested in achieving the targets set by national projects [Text]. // *Tsvetnye Metally*. – 2019. – No 7. – P. 22–27. https://doi.org/10.17580/tsm.2019.07.01.

14 Code of the Republic of Kazakhstan dated by November 23, 2015. No. 414-VLRK. «Trudovoj kodeks Respubliki Kazahstan» [Labor Code of the Republic of Kazakhstan. – 2024. Available at: https://adilet.zan.kz/rus/docs/K1500000414 (Date of issue: 03.11.2024).

15 Izdanie «Magnitka Pljus». Kollektivnyj dogovor po social'no-jekonomicheskim voprosam akcionernogo obshhestva «ArselorMittal Temirtau» na 2022-2024 gody [Collective agreement about socio-economic issues of «ArcelorMittal Temirtau» JSC for 2022-2024]. It was concluded between the «Trade Union of Metallurgists» Zhaktau» NGO and «ArcelorMittal Temirtau» JSC. – 2022. – P. 1–28.

16 **Budanov, I.A., Ustinov, V.S.** Social'nye prioritety metallurgii [Social priorities of metallurgy] [Text]. // Nauchnye trudy. Institut narodnohozjajstvennogo prognozirovanija RAN. – 2021. – P. 192–215.

Received 24.02.25
Received in revised form 16.07.25
Accepted for publication 22.08.25

**С. В. Полевой[1], А. К. Атабаева[2], З. С. Гельманова[3]*
[*1,2]Академик Е. А. Бөкетов атындағы Қарағанды зерттеу университеті,
Қазақстан Республикасы, Қарағанды қ.;
[3]Қарағанды индустриялық университеті,
Қазақстан Республикасы, Теміртау қ.
24.02.25 ж. баспаға түсті.
16.07.25 ж. түзетулерімен түсті.
22.08.25 ж. басып шығаруға қабылданды.

МЕТАЛЛУРГИЯЛЫҚ КӘСІПОРЫННЫҢ АДАМИ КАПИТАЛЫН ДАМЫТУДЫ ҰЖЫМДЫҚ ШАРТТЫҢ ЭКОНОМИКАЛЫҚ РӨЛІ

Тау-кен металлургия кешенінің еңбек мәселесі Қазақстан экономикасының өнеркәсіп саласының өзекті мәселесі болып табылады. Кейде ол әлеуметтік проблемаларды ғана емес, сонымен бірге халықтың өз жағдайында жұмыс істеуге деген құлшынысының болмауына байланысты саланың жойылуының экономикалық тәуекелдерін де көтереді. Көптеген зерттеушілер осы саланың әлеуметтік мәселелерін құқықтық реттеудегі мәселенің мәнін көреді. Зерттеудің мақсаты «ArcelorMittal Temirtau» АҚ компаниясы атынан кәсіпорынға өткен меншік иесінен мұраға қалған «Qarmet» АҚ компаниясының Қарағанды металлургия комбинатының қызметкерлері үшін ағымдағы ұжымдық шартты қарау және талдау болып табылады. Бұл кәсіпорын 2025 жылға арналған жаңа ұжымдық шартты әзірлейтіндігіне байланысты, қолданыстағы үлгінің жетілмеген аспектілерін талдауға және оларды түзету жолдарын сипаттауға, зерттеудің ғылыми жаңалығы неде екенін дұрыс шешім болады. Мұны қызметкерлерге тиісті құқықтар беру және олардың сақталуын бақылау тұрғысынан алдыңғы келісімшарт мәселелерінің қайталануын болдырмау үшін жасау керек. Зерттеуді жүзеге асыру үшін авторлар әдістерді қолданды: қызметкерлерге сауалнама жүргізу, ұжымдық шарттың ережелерін талдаудың салыстырмалы-құқықтық әдісі. Зерттеу нәтижелері қызметкерлердің еңбекақы төлеу және әлеуметтік кепілдіктер туралы ұжымдық шарттың ережелерін өзгертуге деген ұмтылысын анықтады. Өткен корпоративтік кезеңдегі (қазіргі қолданыстағы) ұжымдық шартта қызметкерлердің адами капиталының сапалы дамуына кедергі келтіретін нормативтік аспектілер анықталды.

Осы мәселе бойынша мақалада оны шешу бойынша ұсыныстар ұсынылды.

Кілтті сөздер: адами капитал, ұжымдық шарт, металлургиялық кәсіпорыны, әлеуметті кәріптестік, еңбек құқықтары, әлеуметтік–еңбек қатынастары.

**С. В. Полевой[1], А. К. Атабаева[2], З. С. Гельманова[3]*
[*1,2]Карагандинский исследовательский университет имени академика Е. А. Букетова, Республика Казахстан, г. Караганда;
[3]Карагандинский индустриальный университет,
Республика Казахстан, г. Темиртау.
Поступило в редакцию 24.02.25.
Поступило с исправлениями 16.07.25.
Принято в печать 22.08.25.

ЭКОНОМИЧЕСКАЯ РОЛЬ КОЛЛЕКТИВНОГО ДОГОВОРА В РАЗВИТИИ ЧЕЛОВЕЧЕСКОГО КАПИТАЛА МЕТАЛЛУРГИЧЕСКОГО ПРЕДПРИЯТИЯ

Трудовая проблематика горно-металлургического комплекса является актуальным вопросом промышленной отрасли казахстанской экономики. Порой она несет в себе не только социальные проблемы, но и экономические риски угасания отрасли, в связи с отсутствием у населения желания трудиться в её условиях. Многие исследователи видят суть проблемы в правовом регулировании социальных вопросов данной сферы. Целью исследования является рассмотрение и анализ текущего коллективного договора для работников Карагандинского металлургического комбината компании АО «Qarmet», доставшегося предприятию в наследие от прошлого собственника в лице компании АО «ArcelorMittal Temirtau». В связи с тем фактом, что данное предприятие собирается разработать новый коллективный договор на 2025 год, будет верным решением проанализировать несовершенные аспекты действующего образца и описать пути их исправления, в чем заключается научная новизна исследования. Сделать это необходимо во избежание дублирования проблематики предыдущего договора в аспекте наделения работников соответствующими правами и контроля их соблюдения. Для реализации исследования авторами были использованы методы: анкетирования работников, сравнительно – правовой метод для анализа положений коллективного договора.

Результаты исследования выявили желание работников изменить положения коллективного договора об оплате труда и социальных гарантиях. В коллективном договоре прошлого корпоративного периода (ныне действующего) были выявлены нормативные аспекты, препятствующие качественному развитию человеческого капитала работников. По данной проблематике в статье были представлены рекомендации по её разрешению.

Ключевые слова: человеческий капитал, коллективный договор, металлургическое предприятие, социальное партнерство, права трудящихся, социально – трудовые отношения.

Теруге 19.09.2025 ж. жіберілді. Басуға 30.09.2025 ж. қол қойылды.
Электронды баспа
34,01 Mb RAM
Шартты баспа табағы 17,4
Таралымы 300 дана. Бағасы келісім бойынша.
Компьютерде беттеген: А. К. Мыржикова
Корректоры: А. Р. Омарова, Д. А. Кожас
Тапсырыс № 4475

Сдано в набор 19.09.2025 г. Подписано в печать 30.09.2025 г.
Электронное издание
34,01 Mb RAM
Усл.п.л. 17,4. Тираж 300 экз. Цена договорная.
Компьютерная верстка: А. К. Мыржикова
Корректорлар: А. Р. Омарова, Д. А. Кожас
Заказ № 4475

«Toraighyrov University» баспасынан басылып шығарылған
Торайғыров университеті
140008, Павлодар қ., Ломов к., 64, 137 каб.

«Toraighyrov University» баспасы
Торайғыров университеті
140008, Павлодар қ., Ломов к., 64, 137 каб.
8 (7182) 67-36-69
e-mail: kereku@tou.edu.kz
www.vestnik.tou.edu.kz
www.vestnik-economic.tou.edu.kz