

SAMPLE EMPLOYMENT CONTRACT

Name Of Employer :

Name of Employee :

Passport Number :

An agreement made on the.....between

....., herein-

after called the "Employer" and Mr.....hereinafter called the "Employee"

whether it is agreed as follows:

1. The Employer hereby engages the Employee and the Employee hereby agrees to serve as.....in for a period of..... years, hereinafterreferred to as the "Contract Period" from the date of commencement of Employment.

2. Subject to the performance of his duties in a diligent and satisfactory manner and upon observance of the conditions of the agreement the Employee shall receive a monthly salary of :

3. The Employer shall provide bachelor accommodation, electricity and water.

4. The Employee shall be entitled to all legal holidays with pay and also leave due with paydays per year after completion of the contracted period in accordance with Government Laws.

5. The Employee shall work six days in each week and eight hours on each day. Extra hours of workshall be decided by the employer.

6. If the Employer finds it necessary to detain the employee for overtime work, the employer shall pay the statutory over time allowance.

7. The Employer shall provide transportation facilities to the employee to place of work and back to place of accommodation.

8. The Employer shall provide passage facilities from.....to by air economy class. On completion of the contracted period, the employee shall be repatriated by air passage at the employers expense to.....

9. In case of sickness the employee shall be entitled to free medical attention at a Govt. Clinic.

10. In the event of absence by the employee from work or duties without permission of the employer, the employee shall not be entitled to any wage or any whatsoever for such period of absence.

11. If the employee refuses to obey the lawful instruction of his superior (i.e. Foreman, Site Engineer, or Site Manager) his service will be terminated forthwith and repatriated immediately at his own expense.
12. The employer shall pay wages for days of absence to the employee who is genuine case of carrying out his normal duties falls a victim to accident. Any such claim must be authenticated by a medical certificate from a recognized hospital.
13. The employee shall be covered by workman compensation insurance. In case of disablement for fatal accident, the employee or his personal representative shall be paid the appropriate compensation under the insurance policy affected by the employer.
14. The employee shall not be entitled to serve any other company or to engage in work any kind other than as instructed by the employer during the contract period.
15. The employee shall abide by all local labour and other laws of including prohibition regarding strikes. The local laws don't recognize the right of the employee to go on strike, and any employee who does so will be imprisoned.
16. Subject to clause, the service of the employee shall be terminated and employee and the employee shall be repatriated to his country of origin on his expense if he indulges in absences from work, strikes, trade unionism or any illegal activity whatsoever.
17. The employment is subject to a (three) 3 months probationary period and the contract of employment can be terminated by either party giving 48 (Forty eight) hours notice. The party giving the notice should pay for the return passage.
18. After probationary period, the agreement may be terminated by either party by giving one month notice in writing. The employer reserves the right to pay wages in lieu of notice. The passage will be paid by the employee if he terminates during the contract period
19. In case of death of the employee, the company undertakes to repatriate the dead along with the belongings to the place of his residence.
20. If the employee is not able to obtain Residence Permit due to problem in his passport /medical the employee will be repatriated and the ticket money will be deducted from his settlement.
21. The Passport of the worker, being the property of the Government of India , shall be made available to the worker any time on demand. In case of dispute Indian Missions shall decide the subject matter
- 22 The Employer will be responsible for obtaining valid entry permit for the employee, and in case the employee is refused continuation of employment in the country, the employer shall repatriate the worker to his home country by Air Passage provide by them and shall pay the worker all his dues till the date of his departure..

Signature of the Employer

Signature of the Employee

Place : Date :