

EMPLOYMENT AGREEMENT

This agreement is made between [FILL IN THE EMPLOYER'S (COMPANY'S) FULL NAME AND REGISTRATION NUMBER OR ID CARD NO. IF A PERSON] (hereinafter referred to as the "Employer") and [FILL IN THE EMPLOYEE'S FULL NAME] (hereinafter referred to as the "Employee").

1. The Employee:

Full Name:

Permanent Address:

Present Address:

Passport Number:

Date of Birth:

Nationality:

Emergency Contact Person's Name, Address and Contact Number:

[ALL OF THE ABOVE DETAILS OF THE EMPLOYEE MUST BE FILLED]

2. Commencement Date: 01 January 2021 *[THIS DATE SHALL BE CONSIDERED AS THE DATE OF EMPLOYMENT]*

3. Probation: The Employee will be on probation for a maximum period of 03 (three) months from the date of commencement of employment. Both the Employer and the Employee may terminate the Employment Agreement during this period, without any prior notice. *[THE PROBATIONARY PERIOD SHALL NOT EXCEED 3 MONTHS, UNDER ANY CIRCUMSTANCE, AND IF THERE IS NO PROBATIONARY PERIOD FOR THE EMPLOYEE, THIS SECTION MAY BE OMITTED]*

4. Type of Agreement: Permanent (Indefinite Term) / Temporary (Definite Term) [Mention whether the agreement is of Indefinite Term or Definite Term. If Definite Term, the end date of the agreement shall be mentioned. An agreement of definite term shall not exceed a total of two years.]

5. Salary and Allowances:

Basic Salary:

Overtime Allowance: If an employee works additional hours in excess of normal working hours, the employee will be eligible for Overtime Allowance. An employee working overtime shall be paid 1 ¼ times his hourly wage as overtime, and if working overtime on a Friday or a Public Holiday, the Employee shall be paid 1 ½ times his hourly wage as over time.

Public Holiday Allowance: If an Employee is required to work normal hours on a public holiday, the Employee shall be paid at least an amount equivalent to half of the daily wage of the Employee.

Additional Allowances: *[Allowance such as Service Allowance, Living Allowance, Food Allowance, Risk Allowance... etc]*

6. Basis for Wage Calculation:

Daily Wage: $\frac{\text{Basic Salary}}{\text{Salary Period (in Days)}}$

Hourly Wage: $\frac{\text{Daily Wage}}{\text{Normal Daily Working Hours}}$

7. Payday:

8. Leaves:

Annual Leave: The Employee is entitled to 30 (thirty) days of paid annual leave upon completion of 1 (one) year of employment. The duration of Annual Leave will be calculated excluding Public Holidays. The employer shall decide the date of commencement of leave after consultation with the relevant employee. However, the commencement date shall fall no later than 12 (twelve) months from date of leave entitlement.

Sick Leave: The Employee is entitled to 30 (thirty) days of paid sick leave during every year of employment. Out of the 30 days of leave, the Employee has the right to take sick leave for up to 15 (fifteen) days without the submission of a Medical Certificate, provided that the leave duration does not exceed 2 (two) consecutive days. A Medical Certificate issued by a licensed medical practitioner must be submitted, if sick leave is taken for more than 2 (two) consecutive days, or days of leave exceeding the aforementioned 15 days.

Family Responsibility Leave: The employee is entitled to 10 (ten) days paid leave in a year to attend to important obligations such as tending to family members during illness.

Additional Leaves: Maternity Leave, Paternity Leave, No-pay Leaves and Circumcision Leave will be granted to the Employee in accordance to the Employment Act.

9. Disciplinary measures imposed on employee:

Where the employee does not confirm to work ethics, the employer has the power to impose appropriate and reasonable disciplinary measures from amongst those specified below.

- counselling
- caution in writing
- suspension from employment for a period not exceeding fourteen days
- demotion

10. Staff Appraisal: The performance of the employee will be reviewed as per the appraisal policies set by the Employer.

11. Dismissal from Employment:

- The Employer is required to give the the minimum notice specified below, in writing, prior to termination of the Employee.
- 02 (two) weeks' notice for any person in employment for more than 06 (six) months but less than 01 (one) year
- 01 (one) month's notice for any person in employment for more than 01 (one) year but less than 05 (five) years
- 02 (two) months' notice for any person in employment for more than 05 (five) years

[The Employment Act does not state a notice period which the employee must serve to the employer. However, if the employer requires the employee to serve notice at resignation, such a notice period shall be mentioned in the Agreement.]

Employment can be terminated without notice provided that the employee's salary and other benefits for the required notice period (from the date of commencement of the notice period to the date of termination) have been paid in lieu of notice.

An employee shall be dismissed without notice only when an employee's work ethic is deemed unacceptable and further continuation of employment is on reasonable grounds seen by the employer as unworkable.

[This template includes the minimum requirement of Employment Agreements as required by Section 13 of the Employment Act. The employer, at their discretion, may include additional terms and conditions related to employment in this Agreement. However, such a term shall not impede any rights granted to the employee by the Employment Act. Any part of the agreement which impedes an employee's right shall be considered as void.]

Both parties hereby confirm that they have read, understood, and accept all of the terms and conditions mentioned in this Agreement. A signed copy of this Agreement shall be handed to both the employer and employee, and both copies shall be deemed as originals of this Agreement.

On behalf of Employer:

Signature:

Name:

ID/PP No.:

Designation:

Date:

Employee:

Signature:

Name:

ID/PP No.:

Permanent Address:

Date:

[When preparing the Employment Agreement of foreign employees, if the employee is illiterate, all the provisions of the Agreement should be explained to the employee in detail through a person who understands the language spoken by the employee. The information of the person translating shall be included in the Agreement or a document attached to the Agreement and shall be signed.]

All pages of the Employment Agreement must be signed by the employer and the employee. The last page should be signed by both parties and fingerprinted (stamped, if a business).]