

**CONTRACT OF EMPLOYMENT FOR FACTORY WORKERS FROM SRI LANKA
(AGENCY RECRUITMENT)**

This employment contract is executed and entered into by and between

(A) Particulars of Employer

Company Name :
Business Registration No :
Address :
Tel. No. : Fax No :
E-mail :

(B) Particulars of Foreign Agent

Full Name :
Licence No :
Address :
Tel. No. : Fax No :

(C) Particulars of Employee

Full Name, as in Passport :
Passport No :
Date of Issue :
Place of Issue :
Profession in Passport :

(D) Particulars of Local Agent

Full Name :
Licence No :
Address :
Tel. No. : Fax No :

Voluntary binding themselves to the following terms and conditions

(1) Basic Terms :

- I. Employment site :
- II. Employee's classification :
- III. Position or grade :
- IV. Basic Pay :
(Any deduction from the employee's salary should be notified to the Bureau and prior approval should be obtained from the Sri Lanka Bureau of Foreign Employment)
- V. No. of hours work per day :
- VI. No. of hours work per week :
- VII. Overtime pay :
(a) For work over regular hours :
(b) For work on holidays :
- VIII. Leave with full pay :
(per contractual year of 12 months)
(a) vacation : (or money value if not used) :
(b) Sick leave : (or money value if not used) :
- IX. Gratuity on completion of the contract :
- X. Duration of contract : Years from date of arrival in the country of employment. Contract is renewable at the option of both parties.
- XI. Other benefits :

(2) The Employer shall provide the Employee:

- I. Renewal of visa forthwith, on expiry of visa, during the existence of the valid contract. Every employee should be issued with a valid labour card which should be renewed on expiry.
- II. Free air - ticket Colombo / at beginning of contract.

- III Free return air - ticket to Colombo in the following cases:
 - (a) Expiration of contract.
 - (b) Termination of contract of employer without just causes.
 - (c) If employee is unable to continue with work due to work connected disease or injury.
 - (d) Force majeure ; and
 - (e) In such other case when contract is terminated through no fault of Employee.
 - III Free food or food allowance of US\$per month.
 - IV Free accommodation, with living facilities/allowance in lieu of accommodation of US\$ per month.
 - V Free emergency medical attention and medicine.
 - VI Workmen's compensation benefits for service connected illness, injury or death , according to laws ofand war hazard protection.
 - VII Company benefits provided to other Employees in same work.
- (3) The employee shall observe Employer's company rules and abide by the pertinent laws of and respect its customs and traditions.
- (4) The Employer shall assists the Employee in the regular remittance of his/her monthly salary and allowances or any portion of them, as the employee may decide, to his/ her beneficiaries in Sri Lanka . The Employer shall provide a statement of such remittance to Sri Lanka Bureau of Foreign Employment/ Embassy of Sri Lanka in the country of employment, if requested.
- (5) In case of death of the Employee, the Employer shall bear the expenses for the dispatch of the mortal remains of the Employee and transfer his/her personal belongings to his relatives in Sri Lanka or if dispatch of the humans remains are not possible under certain circumstances, the proper disposal in the country of employment with the consent of the deceased person's Next - Of - Kin, or in the absence of same with the Sri Lanka Embassy in the Country of employment, or the accredited Sri Lankan Mission, or the Sri Lanka Bureau of Foreign Employment in Colombo.

(6) Termination of Contract of Employee by Employer

Employer may terminate the contract of the Employee for any of the following just causes:

- I The closing or cessation of operation of the establishment or completion of project.
 - II Serious misconduct or willful disobedience of lawful order of Employer or his representative at work.
 - III Gross or habitual or willful neglect of duties.
 - IV Fraud, criminal offence or assault by employee of Employer , his representative or a fellow worker.
- (7) Employer may also terminate contract of Employee in the following circumstances.
- I Installation of labour saving devices.
 - II Redundancy.
 - III Retrenchment to reduce or prevent losses, and
 - IV If Employee has been found to be suffering from any disease and whose continued employment is prohibited by law or is detrimental to his health and/ or that of his co - employees.

The termination of employment due to installation of Labour saving devices, redundancy or retrenchment shall entitle the employee affected thereby to repatriation pay equivalent to one (1) month pay or at least one (1) month pay for every year of service, whichever is higher, fraction of an year of at least 6 months to be considered an one (1) whole year and all other benefits granted to those who may be terminated at the end of contract through the normal termination process.

(8) Termination of Employment by Employee

- I An Employee may terminate the employer relationship before the expiration of Employment Contract, by serving written notice on the Employer at least (1) month in advance. The Employer upon whom no such notice has been served may hold the employee liable for damages. The return airfare in these cases shall be borne by the Employee.
- II An Employee may put end to the relationship without serving any notice on the Employer for any of the following just causes.
 - (a) Serious insult by the employer or his representative on the honor and person of Employee
 - (b) Inhuman and unbearable treatment accorded to the Employee by the employer or his representative.
 - (c) Commission of a crime or offence by the Employer or his representative against the person of the employee or any of the immediate members of his family.

(9) Dispute Settlement Procedure

All disputes arising from this employment contract shall initially be settled amicably through negotiations, with the participation of either a Sri Lanka Embassy representative or any representative of the Sri Lanka Bureau of Foreign Employment. If attempts in amicable settlement fail, agreed parties shall have recourse to laws in effect in the country of employment.

(10) Applicable law

Other terms and conditions of employment not covered herein shall be governed by the pertinent Laws of the country of employment without negating or rendering nugatory other applicable laws in Sri Lanka and international conventions on expatriate employment. In the event of disputes arising out of the interpretation of this agreement the English version of the document shall prevail.

IN WITNESS THERE OF, we hereby sign this contract on this..... day
of.....
..... 200... at Colombo, Sri Lanka / at

A.....
Signature and Seal of Employer

B.....
Signature of Employee

C.....
Agent in Country of Employment (Witness)

D.....
Agent in Sri Lanka (Witness)

E.....
Sri Lanka Embassy/Consulate

F.....
Seal of SLBFE