



Employment Contract

According section (5), sub-section (a) of the Employment and Skill Development Law

(For an individual employee)

(Employer) Mr. /Ms. _____, (living at) _____ (country), _____ with national registration card no. _____ or passport no. _____, who owns (factory/ workspace/ company) _____ situated in the Republic Union of Myanmar, _____ Region/State, _____ Township, _____ City _____, Quarter/Village/Industrial Zone, _____ Road/Street, no. _____

and

(Employee) Mr. /Ms. _____, (father's name) _____ (living at) _____ (country), _____ with national registration card no. _____ or passport no. _____, who works as (position) _____, at (department) _____

are signing this employment contract by mutual agreement according to the Employment and Skill Development Law on (year) _____, (month) _____, (day) _____ at (place) _____.

(1) Job classifications

- (a) Name of the job _____,
- (b) Type of the job _____, and
- (c) Position/occupation _____.

(2) Probationary period

- (a) The parties agree on a probationary period of not more than three months from (dates) _____ to _____.
- (b) The Employer has to pay at least 70 percent of the basic salary during the probationary period.
- (c) The Employer may continue to employ the Employee after the probationary period if the Employee has shown satisfactory performance at his position.



- (d) The Employer can, during the probationary period, either terminate or dismiss the Employee for important reasons with one month's notice without paying any compensation. If the Employer fails to give one month's notice to the Employee, he or she can still dismiss the Employee during the probationary period by paying compensation in the amount of the probationary salary for one month.
- (e) If the Employee wishes to resign from the job during the probationary period, he or she has to give at least seven days notice to the manager or supervisor or Employer; in this case, the Employee is entitled to receive the remaining salary [*i.e. the salary for working during the notice period*]. If the Employee fails to observe the notice period, the Employer has to pay the remaining salary [*i.e. the yet unpaid salary for past work*] on the working day following the resignation date.
- (f) For apprentices, an apprenticeship period must not be longer than 3 months. The Employer has to pay, to the apprentice, at least 50 percent of the basic salary during the apprenticeship period.
- (g) Regarding the termination or dismissal of an apprentice or the resignation on the part of the apprentice, things have to be done in the same manner as stated in sub-sections (d) and (e) above.

(3) Payments and Salaries

- (a) Daily work and daily payment (kyats/foreign currency) _____,
- (b) Daily work and payment at the end of the month [*for the days worked during the month*] (kyats/foreign currency) _____,
- (c) Payment for one-time service (kyats/foreign currency) _____,
- (d) Monthly payment (kyats/foreign currency) _____,
- (e) Salary payday _____.

Note: (1) Both Employee and Employer must, with regard to payments and salaries, follow exactly the respective labour laws.

(2) If applicable, it has to be clearly specified whether payment for daily work is made daily or at the end of the month.

(3) The salary or payment amount given to the Employee must be clearly and exactly specified.

(4) Type of work and location

The working place is _____ at (factory/ workspace/ company) _____ situated at _____ Division/State, _____ Township, _____ City _____, Quarter/Village/Industrial Zone, _____ Road/Street no. _____.



The contact address is _____ (telephone), _____ (fax) and _____ (e-mail).

(5) Term of the contract

- (a) The term of this contract starts on _____ and ends on _____, which translates to a total term of _____ (years), _____ (months) and _____ (days).
- (b) The contract can be renewed or amended or changed [*up to*] one month prior to the expiry of the term by agreement between Employee and Employer if the Employee did not violate any provisions of this contract.

(6) Working hours

Working hours are 8 hours per day and not more than 44 hours per week. However, up to 48 working hours per week are possible for some particular types of jobs where continuous work is required.

The parties agree to the following times:

- (a) Normal/part time _____,
- (b) Starting time _____, closing time _____,
- (c) Break time (start) _____, (end) _____,
- (d) Meal time (start) _____, (end) _____.

Note: (1) Different types of working hours can be arranged according to the job types by agreement between both Employee and Employer.

(2) The competent township/district administration department of the factories and labour laws inspection department has to be notified if the arranged working hours according to the job types should be changed.

(7) Off days, holidays and leaves of absence

(a) Sunday is the normal **off day**, but any other day of the week can be made an off day instead by agreement between the Employee and the Employer. Allowances still have to be paid for the off days according to the law.

(b) Holidays

(1) The Employer must allow the Employee to leave work with full allowances on the official holidays approved by the Union Government annually.



- (2) If the off day in a normal week and a public holiday are on the same day, this day is considered to be a public holiday.

(c) **Leaves of absence**

The Employee can take the following leaves of absence if he or she so requests according to the law:

- (1) Casual leave: 6 days of casual leave can be taken with full salary and allowances during 12 months starting from the first day of work. Casual leave entitlement expires automatically if it is not taken during the respective year. The Employee cannot leave for more than 3 days without reasons (backed up by evidence) concerning religion, social welfare and other special reasons; the Employee has to inform his or her supervisor, manager or Employer. A leave for emergency will be recorded and the Employee has to send a request letter when the Employee comes to work again.
- (2) Earned leave: The Employee can take 10 days earned leave during a year with full salary and allowances if he or she has worked continuously for more than 12 months on at least 20 days per month. One day will be deducted from the earned leave for each month in which the number of working days was not at least 20.
- (3) Sick leave:
 - (AA) The Employee can take sick leave according to the 2012 Social Security Law or the 1951 Leave and Holidays Act.
 - (BB) If the Employee is not registered under the Social Security Law, he or she can take up to 30 days sick leave during a year with payment of the basic salary and allowances if he or she has continuously worked for more than 6 months.
 - (CC) If the Employee is not registered under the Social Security Law and has not worked continuously for more than 6 months, he or she can take up to 30 days sick leave during a year without payment of salary and allowances.
 - (DD) The Employee can take sick leave if he or she had an accident at work according to the related laws.
- (4) Maternity leave:
 - (AA) The Employee can take maternity leave according to the 2012 Social Security Law or the 1951 Leave and Holidays Act.
 - (BB) An Employee who is not registered under the Social Security Law can only take maternity leave according to the 1951 Leave and Holidays Act.
- (5) Leave without consent:



- (AA) “Leave without consent” means taking leave in excess of the allowed time or failing to come to work without permission for the absence.
- (BB) No salary and allowances must be taken for days where the Employee was on leave without consent.
- (CC) Action may be taken against the Employee or he or she may be dismissed if he or she left work for three consecutive days without the consent of the Employer or manager or supervisor. The Employee has no right to obtain compensation for such kind of dismissal.

(8) Overtime

- (a) It is possible to work overtime according to the law if both Employee and Employer agree.
- (b) The Employer must pay an overtime premium calculated according to the related law.

(9) Meals during work time

- (a) Breakfast (Yes/No) _____,
- (b) Lunch (Yes/No) _____,
- (c) Dinner (Yes/No) _____.

(10) Accommodation and uniforms

- (a) Accommodation provided by Employer (Yes/No) _____,
- (b) Provision of uniforms for a year (Yes/No) _____, (if yes, how many?) _____,
- (c) Provision of safety suits for a year (Yes/No) _____, (if yes, how many?) _____

(11) Medical treatment

- (a) The Employer has to arrange for medical treatment of employees who are not registered under the 2012 Social Security Law in the following cases:
 - 1. Accidents during work
 - 2. [Chronic] diseases caused by work
 - 3. Illness caused by work
- (b) An Employee registered under the 2012 Social Security Law can have medical treatment according to the related law.



- (c) According to the related labour laws, the Employer has to pay compensation to Employees who are not registered under the 2012 Social Security Law for injuries caused by work.

(12) Transportation to the work-place

- (a) Transportation to work-place:

1. Arranged by Employer _____,
2. Shuttle/ Provision of money for the costs _____,
3. Arranged by Employee _____.

- (b) Travel: The Employer has to pay for the following costs of domestic or international work-related travels.

1. Costs of a suit (international travel only) _____,
2. Living costs _____,
3. Food costs _____,
4. Travel costs (including life insurance) _____,
5. Daily allowance _____,
6. Other cost _____.

(13) Training

- (a) The Employer is responsible for providing training to enhance the Employee's skills at work.
- (b) Employer and Employee have to enter into a separate agreement according to the law with regard to skill training.

(14) Resignation, termination

- (a) Resignation:

1. A permanent Employee has to inform the manager or supervisor or Employer one month prior to the end of the contract if he or she wants to resign from the job after the end of the contract.
2. After the resignation has been approved, the Employee has to give back the salary record book, the employment card and other equipment and work-related material. He or she also has to systematically give back all of the Employer's money and statistics concerning the job.
3. The Employer has to approve the resignation by paying the remaining salary, but is not obliged to pay any compensation if the Employee notified the resignation one month earlier.
4. If the Employer approved the resignation, the training costs have to be refunded by the Employer. There is no need to refund such costs if the Employee has worked for more than three years after the training.



- (b) (1) Termination, dismissal
 - 1. First violation of the agreed discipline: Personal warning
 - 2. Second violation of the agreed discipline: Written warning
 - 3. Third or final violation of the agreed discipline: Warning (to be signed by the Employee)

After having given these three warnings, the Employer can dismiss the Employee without any compensation (but the remaining salary has to be paid).
- (2) The Employer can dismiss the Employee by giving one month's notice and paying compensation, except for the cases specified in sub-clause (1).
- (3) The law prohibits punitive dismissals of Employees who have not violated any terms of this contract.

(15) Termination of the contract

This contract can be terminated for the following reasons:

- (a) Expiration of the contract
- (b) Closure of the factory or company
- (c) Reduction of jobs because of unexpected problems not caused by the Employer
- (d) Violation of any term in this contract either by the Employer or the Employee
- (e) Death of the Employee
- (f) The Employee has committed crimes

(16) Duties and responsibilities of the Employer

- (a) The Employer has to provide, according to the law, sufficient compensation for violation of the contract [*on the part of the Employer*], termination of jobs, selling the business and reducing the number of employees
- (b) The Employer has to provide salary and allowances with the agreement of the Employee if the business temporarily ceases to operate (this must be backed up by evidence).
- (c) The Employer has to give, directly to the Employee or to his or her heirs, sufficient compensation for injuries, accidents and diseases caused by the work.
- (d) The Employer has to pay the salary by the end of the salary payment period if the number of employees is not more than 100; not later than five days after the end of the salary payment period if the number of employees is more than 100 but not more than 500; not later than seven days after the end of the salary payment period if the number of employees is more than 500 but not more than 1000; not later than ten days after the end of the salary payment period if the number of employees is more than 1000. If the payment day is an off-day, the employer has to pay the salary one day prior to this day. The law prohibits the Employer from taking more than one month's time to pay the salary.



- (e) The law prohibits any discrimination because of being a member of a labour union and because of race, religion, gender and age.
- (f) The Employer has to take responsibility for his or her foreign workers, supervisors, technicians and their families who have to agree to respect Myanmar's constitutional laws, cultures and values, and to refrain from interfering in the domestic affairs of the nation.
- (g) The Employer may sue and be sued.

(17) Duties and responsibilities of the Employee

- (a) The Employee has to work faithfully and loyally until the expected outcome of the work is achieved.
- (b) The Employee has to prevent the loss and misuse of equipment and materials used for work and has to use such equipment and materials sustainably.
- (c) The Employee has to compensate the Employer with an equivalent amount of money in case of loss or misuse of materials and equipment used for work.
- (d) The Employee has to keep confidential any important and secret documents, statics, numbers and other work-related information.
- (e) Without permission, the Employee is not allowed to change, copy or obliterate any important and secret documents, statics, numbers and other work-related information.
- (f) The Employee has to follow the rules and discipline concerning working hours, relation among workers and duties according to the type of the company, factory or related kind of business.
- (g) The Employee has to avoid acts which can affect the stability and prosperity of the business.
- (h) The Employee must follow the relevant labour laws.
- (i) The Employee may sue and be sued.
- (j) Foreign workers, supervisors, technicians and their families have to respect Myanmar's constitutional laws, cultures and values, and are not allowed to interfere in the domestic affairs of the nation.
- (k) The Employee must not obstruct the management and the duties which the law puts within the realm of the Employer.
- (l) The Employee has to follow the rules made according to the type of work and approved by the administration department.

(18) Termination of the employment contract by mutual agreement

- (a) The employment contract can be terminated before the end of the contract by mutual agreement between Employer and Employee.



- (b) A new contract has to be made 30 days prior to the expiration date if the parties want to renew.

(19) Resolving disputes between Employer and Employee

- (a) Employer and Employee have to resolve disputes by negotiation.
- (b) If the problem cannot be solved according to sub-section (a), the related organizations have to solve the dispute according to the 2012 Labour Dispute Resolution Law.

(20) Amendments and additions to the contract

- (a) If anything should be amended in, or added to, this contract, the respective clause has to be submitted to the responsible township labour office.
- (b) The amendment or addition can be done if the labour administration department has finished checking and approving after the matter was submitted to it by the township labour office.

(21) Starting date of the contract

- (a) This employment contract enters into effect after signature by both Employer and Employee and approval by the township labour office.
- (b) The township labour office has to check and sign within five days after receiving the submission of the employment contract.

(22) Responsibilities

- (a) Both Employer and Employee must follow the terms in this contract and fulfill their respective duties.
- (b) This employment contract is executed in three originals of which one has to be sent to the labour administration department, one is kept by the Employer and one is kept by the Employee.

(23) General

- (a) The Employer and the Employee have to negotiate and agree on how to deal with regional festivals, sports competitions and social security systems.
- (b) The Employer is responsible for collecting and paying the money for taxes and other charges that existing laws impose on employers and employees.
- (c) The Employer has to make an appendix listing special rules and normal and severe offenses with regard to the job based on the type of work.
- (d) The employer has to provide support and help to the Employee in case of natural disasters and other unexpected endangerments.
- (e) The Employer has to make plans to prevent, and educate the employees how to prevent, work accidents.



- (f) The Employer must make plans for the Employees' communal and social responsibilities.
- (g) The Employer has to continuously implement plans for the development of the skills of the Employee.

After reading thoroughly, and well comprehending, the above agreements in this employment contract, we are signing freely and sincerely in front of both witnesses.

Employee

Signature_____

Name_____

Position/occupation_____

National registration card no. or
passport no._____

Department/ work _____

Date _____

Employer or manager or supervisor

Signature_____

Name_____

Position/occupation_____

National registration card no. or
passport no._____

Department/work_____

Date _____

Witness for the Employee

Signature_____

Name_____

Position/occupation_____

National registration card no. or
passport no._____

Department/ work _____

Date _____

Witness for the Employer

Signature_____

Name_____

Position/occupation_____

National registration card no. or
passport no._____

Department/work_____

Date _____

Signed to evidence approval of this employment contract:

Signature_____



Name _____ (administration officer of the district/township
labor administration department)

_____ District/township

_____ State/region

Date _____