



Employment Contract

Employer’s name _____ with national registration card or passport no. _____, living at Myanmar, _____ Region or State, _____ Township, _____ Town, _____ Ward, _____ Street, no. _____ (hereinafter referred to as “**Employer**” which term shall be deemed to include an otherwise self-employed person or a person in a joint venture and, in case of a private business, all the Employer’s successors or legal representatives if he has died) on the one side

and

Employee’s name _____, with national registration card or passport no. _____ (hereinafter referred to as “**Worker**” or “**Employee**” which terms include interns and trainees irrespective of whether they are paid. These terms exclude the families of the Employer who live with the Employer and depend on him.) [*Translator’s note: “on the other side” is missing in the original*]

are hereby signing this employment contract on _____ year, _____ month, _____ day at _____ place.

(1) Job classifications

- (a) Name of the job _____
- (b) Location of the job _____
- (c) Position/occupation _____
- (d) Department _____
- (e) Summary of job description _____

The summary of the job description can be provided as attachment.

(2) Probationary period or starting date

- (a) The three months period from date _____ to date _____ is the probationary period.
- (b) The starting date for coming to work is _____ year _____ month _____ day.

Remark: The Employee can be appointed as permanent employee if the Employer thinks that no probationary period is necessary.



(3) Payments and salaries

- (a) Daily payment (kyats/foreign currency)_____
- (b) Payment after the work is done (kyats/foreign currency)_____
- (c) Monthly payment (kyats/foreign currency)_____
- (d) The salary to be paid can be fixed by initial agreement between the Employer and the Employee. Furthermore, the salary can be changed by mutual agreement according to the proficiency of the Employee.

(The salary shall be fixed in accordance with the minimum wage provisions.)

- (e) Both Employer and Employee shall, with regard to payments and salaries, comply strictly with the respective labour laws.

(4) Work location

Myanmar, _____Region or State, _____Township, _____
Ward/Village/Industrial Zone, _____ Street, no. _____.

(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 if the Employee did not violate any provisions of this contract. The Employer shall not refuse renewal of the contract without sufficient reason.
- (c) The term of the contract can be increased from the original term after the Employee is appointed as permanent employee or permanent worker based on mutual agreement between Employer and Employee.
- (d) The Employer shall calculate the working period starting from the date on which the Employee came to work at the factory, workplace, workshop, company or business.

(6) Working hours

The regular working hours are set as follows:

- (a) Working time from _____ o'clock to _____ o'clock
- (b) Break time from _____ o'clock to _____ o'clock



- (c) Meal time from _____ o'clock to _____ o'clock

(The time can be amended after obtaining approval from the relevant departments based on the mutual agreement between Employer and Employee and the nature of the work.)

(7) Holiday, public holiday and leaves of absence

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

(b) **Public holiday**

- (1) The Employer shall allow the Employee to leave work with full allowances on the official holidays approved by the Union Government annually.
- (2) If the holiday 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 according to the law if he or she so requests:

- (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 and the casual leave cannot be combined with any other types of leave.
- (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:** If the Employee has worked for six months, he or she is entitled to have sick leave of 30 days in a year with the basic salary. However, if the Employee has not worked for six months, the Employee is entitled to sick leave without payment of salary upon production of a medical certificate. If the Employee is registered under the Social Security Law, he or she is entitled to the rights accorded by this law.
- (4) **Maternity leave:** If the Employee has been working for six months, she is entitled to maternity leave with the basic salary for six weeks before giving birth and eight weeks after giving birth.



- (5) If there is a funeral of a family member or a parent of the Employee, the Employee is entitled to take leave according to the 1951 Leave and Holidays Act without deduction from the basic salary. If there is no more leave granted by the law left, leave without pay can be taken by mutual agreement between Employer and Employee.

(8) Overtime

It is possible to work overtime, based on the nature of the work, according to the law if both Employee and Employer agree. The Employer must pay an overtime premium calculated according to the related law.

(9) Meals during work time

Meals arrangement during work time (Yes/No) _____. If yes, details can be provided separately.

(10) Accommodation

Accommodation arranged (Yes/No) _____. If yes, details can be provided separately.

(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 relevant law.

- (c) According to the relevant 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

Transportation to workplace arranged (Yes/No) _____. If yes, details can be provided separately.

(13) Terms to be complied with by the Employee

The terms to be complied with by the Employee shall be prescribed in this contract as appendix, classified as follows:



- (a) Appendix A: Normal violation and action
- (b) Appendix B: Serious violation and action

Remark: The terms can be fixed based on the nature of the work using the terms in industrial zones as an example. The work rules can be fixed by mutual agreement between the Employer and the Employee.

(14) Minimum period for which the Employee has to work after having been sent for, and finished, training arranged by the Employer (training)

- (a) Training can be arranged according to the Employment and Skill Development Law by mutual agreement between Employer and Employee.
- (b) Employer and Employee have to enter into a separate agreement according to the law with regard to skill training.

(15) Resignation and dismissal

(a) Resignation:

1. A permanent Employee has to inform the manager or supervisor or Employer one month in advance if he or she wants to resign from the job.
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 resignation is approved according to sub-section (3), the Employee who has finished training with the costs being paid by the Employer shall proceed according to the Employment and Skill Development Law.

(b) Termination and dismissal

1. If the Employer wishes to dismiss the Employee with a reason, the Employer shall record and dismiss, by himself or his representative, with official letter. The Employer is responsible for all matters with regard to the dismissal or termination of the Employee.
2. The Employer can dismiss the Employee without any payment if the Employee got a first written warning, a second written warning, signed an undertaking as a third warning and



violated the terms again during 12 months after the third warning. If there are no further violations after a normal violation within 12 months or there are no further violations within 12 months after receipt of the third warning, the Employer shall delete the violations from the record.

3. In respect of sub-section (1), the Employer can dismiss the Employee with one month prior notice and payment of compensation. However, the dismissal shall not violate legal provisions and procedures.
4. With regard to the reduction of the number of workers or dismissal of an employee, the Employer shall liaise, if there is no labour organisation, with the workplace coordinating committee. If there is a labour organisation, the Employer or his representative shall liaise with the representative of the labour organisation and the representative of the labour coordinating committee.

(16) Termination of the contract

This contract can be terminated for the following reasons:

- (a) Closure of the factory, workshop, workplace, company and business
- (b) Cessation of the business operation for unexpected reasons
- (c) Death of the Employee

(17) Responsibilities under the contract

(a) Duties and responsibilities of the Employer

- (1) The Employer shall not discriminate for being a member of a labour union and because of race, religion, gender and age.
- (2) Foreign workers, supervisors, technicians and their families shall respect Myanmar's constitutional laws, cultures and values.
- (3) The Employer shall comply with the labour laws and other laws in force in Myanmar.
- (4) The Employer may sue and be sued.
- (5) The Employer shall inform the Employees about their rights and allowances.
- (6) The Employer shall treat the safety of the workplace as a first priority according to the nature of the business.

(b) Duties and responsibilities of the Employee

- (1) The Employee shall comply with directives with regard to the safety of the workplace according to the nature of the business.



- (2) The Employee shall don protective gear systematically as specified according to the nature of the business before starting to work.
- (3) Using drugs, disturbing colleagues, harming colleagues and hurting colleagues are prohibited during work time.
- (4) The Employee has to keep confidential any important and secret documents, statistics, numbers and other work-related information. Without permission, the Employee is not allowed to change, copy or obliterate any important and secret documents, statics, numbers and other work-related information.
- (5) The Employee shall comply with the terms specified by agreement between the Employer and the labour representatives.
- (6) The Employee shall pay the contributions payable according to the law in force.
- (7) The Employee must follow the relevant labour laws.
- (8) The Employee may sue and be sued.

(18) Termination of the employment contract by mutual agreement

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

(19) Other matters (resolving disputes between Employer and Employee)

Employer and Employee have to resolve disputes by negotiation. If the problem cannot be solved, the relevant parties have to solve the dispute according to the 2012 Labour Dispute Resolution Law.

(20) Specifying, amending and adding terms in the contract

The signed employment contract shall be delivered to the township labour office. Furthermore, if the parties wish to amend or add in accordance with the labour law, the new version of the contract shall be submitted after reaching an agreement.

(21) Miscellaneous

- (a) The worker is entitled to all the rights, protections and benefits accorded by the laws related to the labour law.
- (b) The terms, conditions and rights specified based on the nature of the work and which are in conformity with the law in force shall be considered to be part of this contract.
- (c) The employment contract can be amended to reach international standards by agreement of the employer and more than 50% of the workers of the relevant factory, workshop, company and business according to the nature of the business, provided that the rights and benefits accorded by the labour laws are not affected.



Employee

Employer or manager or supervisor

Signature (or left thumb print) _____

Signature _____

Name _____

Name _____

Position/occupation _____

Position/occupation _____

National registration card no. or

National registration card no. or

passport no. _____

passport no. _____

Department/ work _____

Department/work _____

Date _____

Date _____

Witness:

Signature _____

Signature _____

Name _____

Name _____

Position/occupation _____

Position/occupation _____

National registration card no. or

National registration card no. or

passport no. _____

passport no. _____

Department/ work _____

Department/work _____

Date _____

Date _____

Signed to evidence approval of this employment contract:

Signature _____

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

_____ District/township

Date _____



[Note: The appendices are not part of the employment contract template published by the MoL on 1 Sep 2017, but taken from a work rules template issued by the MoL on 4 Sep 2015.]

APPENDIX A: NORMAL VIOLATIONS

The employees acknowledge to follow, and are fully aware of, the basic work discipline specified below. They also agree and recognize that penalties apply if any terms in this document are violated. After three warnings (personal warning; second time: written warning; last time: warning to be signed by the employee), the employer can dismiss the employee without any compensation.

The employees must follow the work discipline specified below:

1. Employees must come to work and leave work on time; they are not allowed, during work, to leave the workplace before closing time. They must ask for a gate pass if it is necessary for them to leave the workplace and they are not allowed to stay longer after closing time, or leave earlier before closing time.
2. Employees have to sign the arrival and leaving records themselves. It is prohibited to sign by proxy and to imitate and change signatures.
3. Employees have to wear the official labour card and uniforms (if provided) which identify them as working in the working area.
4. Employees have to fulfill the duties assigned to them by, and the directions and orders given by, senior personnel and department heads.
5. Employees have to fulfill their respective duties during the working time.
6. Employees have to be able to produce products that meet the quality criteria so that the expected target is reached.
7. Employees have to be able to achieve expected outcomes except in *[certain]* conditions such as running out of raw materials or lack of work in the factory.
8. Employees have to clean the work place after finishing work, use and systematically keep all the tools and work equipment, clean and keep the used machines in proper condition after work and turn off unnecessary lights.
9. It is prohibited to use the factory's or company's property for personal benefit.
10. It is prohibited to bring or use or repair any equipment which is not work-related.
11. Employees have to systematically return all the work equipment in case of resignation from, or termination of, the job; they have to pay compensation in case of failure to do so.



12. Employees have to refrain from disrespectful manners amongst colleagues and supervisors; acts which can affect the honour and respect of employees are prohibited.
13. Employees have to keep unity among employees.
14. Any threatening, aggressive or intimidating acts are prohibited at the work place.
15. It is prohibited to be absent from the work place during working hours without reason backed up by evidence.
16. It is prohibited to stay or live at the work place without permission except during working time.
17. It is prohibited to enter any restricted areas of the work place.
18. It is prohibited to enter the work compound by using ways which can be considered insincere and doubtful.
19. It is prohibited to draw any graffiti, caricatures (cartoons), writings or advertisements on the factory's wall, doors/windows, machines and tools, or to defile them.
20. Food must be stored and kept at the permitted places; the work place and surroundings must be kept clean.
21. Toilets and water pumps must be used in a clean and proper fashion.
22. It is prohibited to invite and meet, without permission, any visitors who are not work-related at the work place.
23. It is prohibited to sleep, lie down, eat and play during working hours.
24. It is prohibited to chew betel nuts and gums.
25. It is prohibited to engage in any financial activities such as lending money with interest, selling tickets in order to fund causes, asking for donations and interchanging the salaries.
26. It is prohibited to canvass for causes which are not work-related.
27. Any acts such as the destruction of, or tampering with, orders and announcements on notice boards are prohibited.
28. Employees have to carefully comply with the principles of safety at the work place. It is prohibited to use or destroy any equipment and tools.
29. It is prohibited to share or sell any work-related papers without permission.
30. Speeches and agitation which can affect the company/factory's honour and reputation are prohibited.
31. Employees have to agree to, and face, observation [e.g. by a detective] and investigation if necessary in special cases.



32. Employees have to follow area-specific orders [*e.g. curfews*] which are released based on special conditions.
33. It is prohibited to reduce capacity with the intention of causing failure to reach targeted outcomes.
34. Employees have to pay compensation in line with the impact on the company/factory's reputation in case of intentionally spoiling products or packing the wrong products.
35. It is prohibited to organize, or incite the organization of, any unofficial association which can impact work stability or productivity.



APPENDIX B: SERIOUS VIOLATIONS

Any employee violating work discipline as follows will be punished by dismissal without compensation according to the law.

1. Stealing, accepting stolen goods, misusing, or helping to misuse, work-related property.
2. Intentionally destroying, or helping to destroy, the property of the factory/company.
3. Quarrelling among employees, injuring another employee or causing conflicts at the work place.
4. Committing morality-related crimes.
5. Corruption.
6. Bringing alcohol to, or selling or drinking alcohol at, the work place.
7. Gambling at the work place.
8. Keeping, distributing, selling or using narcotic drugs.
9. Smoking or using fire at the work place.
10. Bringing prohibited materials or explosives.
11. Entering restricted areas of the factory/company.
12. Breaking secrets, revealing confidential information, formulae, statics or technologies of the company to others, or taking photos thereof.
13. Being arrested and sentenced in criminal cases.
14. Failing to come to work for 3 days continuously or for 5 days during a month without permission from the employer or manager.