

# LINCOLN LEGAL SERVICES (MYANMAR) LIMITED

CONVENIENCE TRANSLATION - ACCURACY NOT GUARANTEED

## Employment Agreement

Contract No. \_\_\_\_\_

The employer with the name \_\_\_\_\_, residing in Myanmar, \_\_\_\_\_  
Region/State, \_\_\_\_\_ Township, \_\_\_\_\_ Town,  
\_\_\_\_\_ Ward, \_\_\_\_\_ Street No. ( ), having citizenship scrutiny card or  
passport number \_\_\_\_\_ (hereinafter referred to as “**Employer**”; this term shall be deemed  
to also include, where applicable, a self-employed person or a person engaged in a joint venture and, in  
case of a private enterprise, the Employer’s successor upon his death or his legal representative) on the  
one hand

and

the worker with the name \_\_\_\_\_, having citizenship scrutiny card or passport number  
\_\_\_\_\_ (hereinafter referred to “**Worker**” or “**Employee**”; this term shall be deemed to also  
include interns and trainees, whether paid or unpaid, but not the Employer’s family members who live  
with and depend on the Employer) on the other hand have both signed the following employment  
agreement in \_\_\_\_\_ on this \_\_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year.

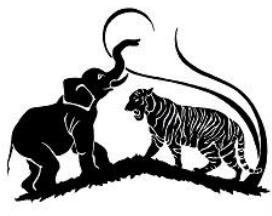
### 1. Job description

- (a) Job title \_\_\_\_\_
- (b) Place of work \_\_\_\_\_
- (c) Position, level \_\_\_\_\_
- (d) Department \_\_\_\_\_
- (e) Summary of responsibilities \_\_\_\_\_

The Summary of Job Description may also be provided in an appendix.

### 2. Probationary period or employment start date

- (a) The 3-month probationary period shall stretch from the date of the initial appointment on  
\_\_\_\_\_ until \_\_\_\_\_.
- (b) The employment start date is \_\_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year.



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Remark: If the Employer deems a probationary period unnecessary, the Worker may be directly appointed as a confirmed (permanent) employee.

### 3. Wage/salary

- (a) Daily wage (kyats/foreign currency) \_\_\_\_\_
- (b) Piece rate (kyats/foreign currency) \_\_\_\_\_
- (c) Monthly salary (kyats/foreign currency) \_\_\_\_\_
- (d) The wage/salary shall be paid according to the initial agreement between the Employer and the Worker. In addition, the wage/salary may be changed from time to time by mutual agreement between the Employer and the Worker based on the Worker's performance (provided that there is no conflict with the minimum wage requirements).
- (e) Regarding the payment of the wage/salary, Employer and Worker shall comply with the labour laws in force.

### 4. Place of work

Myanmar, \_\_\_\_\_ Region/State, \_\_\_\_\_ Township,  
\_\_\_\_\_ (Ward/Village/Industrial Zone), \_\_\_\_\_ Street, No. ( ).

### 5. Contract term

- (a) The term of this agreement is ( ) years, ( ) months, ( ) days, from ( - - ) to ( - - ).
- (b) The term of this agreement may be extended if the workers do not violate the provisions in the contract. However, the Employer may not refuse to grant an extension of the contract term without reason.
- (c) If the Worker has been appointed as a permanent worker or permanent employee, the contract term may be extended beyond the specified period by negotiation between the Employer and the Worker.
- (d) The Employer shall calculate the Worker's consecutive years of service from the date on which the Worker started work at the factory, workshop, department, company, or business establishment.



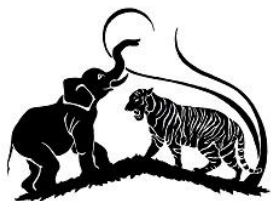
### 6. Working hours

- (a) Working hours from exactly \_\_\_\_\_ o'clock to exactly \_\_\_\_\_ o'clock
- (b) Break time from exactly \_\_\_\_\_ o'clock to exactly \_\_\_\_\_ o'clock
- (c) Meal time from exactly \_\_\_\_\_ o'clock to exactly \_\_\_\_\_ o'clock

**(Depending on the nature of the business, Employer and Worker may mutually agree to change [the working hours] according to the law after having submitted the matter to the relevant authority and obtained its approval.)**

### 7. Rest days, public holidays and leave days

- (a) **Rest day:** The weekly rest day is normally Sunday, but any other day may be designated as weekly rest day by agreement between the Employer and the Worker depending on the nature of the business and local customs. Workers are entitled to wages/salary on rest days according to the labour laws in force.
- (b) **Public holidays**
  - (1) Wages/salary shall be paid in full on public holidays designated by the Union Government by annual notification.
  - (2) If a public holiday coincides with a weekly rest day, this day shall be considered a public holiday.
- (c) **Leave days:** Workers asking for leave according to the law are entitled to leave as follows:
  - (1) **Casual leave:** Workers are entitled to 6 days of casual leave within [every] 12 months from the date on which the Worker started work. The leave is forfeited if it is not taken within the relevant year. No more than 3 days of casual leave may be taken at a time. Casual leave may not be combined with any other type of leave.
  - (2) **Earned leave:** A worker who has completed 12 months of service and worked at least 20 days every month is entitled to 10 consecutive days of earned leave per year with the basic wage/salary, or with the basic daily rate without any allowances. However, the Employer and the Worker may mutually agree to divide and use the 10 days of leave. For each month in which the Worker did not work 20 full days, 1 day is deducted from his earned leave.



- (3) **Medical leave:** A person is entitled to 30 days of medical leave per year with the basic salary after having completed 6 months of service. However, the person is entitled to leave on medical certificate without salary if he has not completed at least 6 months of service. If the person is an insured worker covered by the Social Security Law, he is entitled to the benefits as provided in this law.
- (4) **Maternity leave:** A woman who has completed 6 months of service is entitled to 6 weeks of maternity leave before and 8 weeks after childbirth with the basic salary.
- (5) In cases of bereavement involving the Worker's family member or parent, the Worker shall be entitled to leave without deductions from the basic remuneration according to the 1951 Leave and Holidays Act. The Worker may negotiate for leave without pay if there is no more leave left that is granted by the law.

### 8. **Overtime**

Overtime work may be performed depending on the nature of the business according to the law by agreement between the Employer and the Worker. Overtime pay shall be calculated according to the formula specified in the relevant law.

### 9. **Meals provided during working hours**

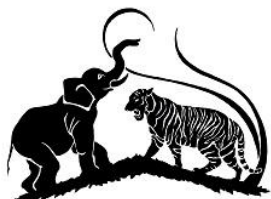
Yes/no (If yes, provide details separately)

### 10. **Accommodation**

Yes/no (If yes, provide details separately)

### 11. **Medical treatment**

- (a) Workers not covered by the 2012 Social Security Law shall be provided with medical treatment at the Employer's expense for the following:
  - (1) Occupational injury;
  - (2) occupational *[chronic]* disease;
  - (3) occupational illness.
- (b) Workers covered by the 2012 Social Security Law are entitled to medical treatment according to the relevant law.



- (c) For workers not covered by the Social Security Act 2012, work-related injuries shall be dealt with according to the relevant workers compensation law.

**12. Arrangements for transport to and from the workplace; travelling**

Yes/no (If yes, provide details separately)

**13. Terms to be complied with by workers**

The terms to be complied with by workers and the levels of action to be taken are classified as follows and attached to this contract as appendices:

- (a) Appendix A: Ordinary offences and action
- (b) Appendix B: Serious offences and action

**Remark: The code of conduct may be determined according to the nature of the business using the code of conduct in an industrial zone as a model. Workplace rules may be determined by negotiation between the Employer and the Worker.**

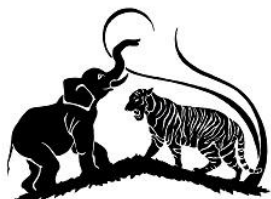
**14. Minimum period for which the Worker agrees to continue working after attending this training if the Worker attends a training course to which he was sent by the Employer (training)**

- (a) Training may be arranged according to the Employment and Skill Development Law by mutual agreement.
- (b) Regarding the attendance at occupational skills training, an agreement shall be signed separately according to the law.

**15. Resignation and termination**

**(a) Resignation**

- (1) If a confirmed worker wishes to resign from his job, he must notify the Employer, manager or administrator through the relevant person in charge at the branch at least 1 month in advance.
- (2) When the resignation is formally allowed, the Worker shall return the salary card, employee ID card and the business equipment and tools issued to him, and furthermore systematically transfer to the Employer the accounts, monies and materials under his responsibility.



- (3) If the Worker wishes to resign from his job, he must give 1 month notice. The Employer shall grant the remaining salary and earned leave for the days actually worked and allow the resignation. He shall not be obliged to pay compensation for termination of employment.
- (4) When allowing the resignation according to sub-clause 3 above, matters for workers who attended training at the Employer's expenses shall be carried out according to the Employment and Skills Development Law.

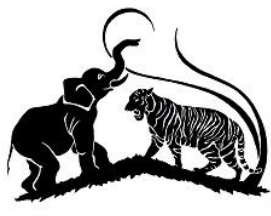
**(b) Termination of the employment; dismissal**

- (1) When the Employer terminates the Worker's employment, he shall record the termination with a valid reason and give the termination letter, signed by the Employer or his representative, to the Worker. All matters related to the termination of the employment and the dismissal of the Worker are the sole responsibility of the Employer.
- (2) The Employer may terminate the employment of the Worker without paying compensation for violation of the specified terms if the Worker committed another ordinary offence within 12 months after having been warned 3 times for ordinary offences with a first and a second written warning and a third warning in the form of an undertaking to be signed by him. If no further offence is committed within 12 months after the commission of an ordinary offence, or if no further offence is committed within 12 months after the third offence, the Employer shall expunge all offences.
- (3) Other than according to sub-clause (1) above, the Employer may terminate the employment of workers by giving 1 month notice and paying the specified compensation according to the laws, rules and regulations in force.
- (4) For the reduction of the workforce or the termination of the employment of workers, the Employer shall coordinate with the workplace coordinating committee if there is no labour organisation. If there is a labour organisation, a representative of the labour organisation and a representative of the workplace coordinating committee shall jointly coordinate with the Employer or the Employer's representative.

**16. Termination of contract**

The contract may be terminated for the following reasons:

- (a) Closure of the factory, workshop, department, company, business establishment;



- (b) cessation of the business due to unforeseen circumstances;
- (c) death of the Worker.

### 17. Responsibilities under the contract

#### (a) Responsibilities of the Employer

- (1) There shall be no discrimination or denial of equal opportunities based on membership in a union, race, religion, gender, or age;
- (2) foreign employers, supervisors, professionals, and family members coming to work in Myanmar must respect and abide by the laws in force, culture, and customs of Myanmar;
- (3) respecting and complying with all other applicable laws of Myanmar, including the labour laws in force;
- (4) having the right to sue and be sued according to the law;
- (5) the Employer shall clearly inform workers regarding their rights and entitlements;
- (6) the Employer shall give special priority to occupational safety according to the needs of the business.

#### (b) Responsibilities of the Worker

- (1) The Worker shall comply with the occupational safety instructions issued based on operational requirements;
- (2) the Worker shall properly wear the occupational safety equipment specified based on operational requirements before entering the workplace;
- (3) Not to consume drugs, and not to harass, threaten, or physically assault colleagues at the workplace and during working hours;
- (4) Confidential information disclosed in advance by the Employer shall be kept confidential and not leaked to the outside world. Documents, accounts, and records related to the business shall not be extracted, used, copied, removed, erased, or taken outside without authorisation;
- (5) complying with the published terms that the representatives of the Employer and the workers agreed upon;



- (6) the Worker shall pay taxes and fees as prescribed by the laws in force, at the prescribed rates;
- (7) respecting and complying with the labour laws in force;
- (8) having the right to sue and be sued according to the law.

**18. Cancellation of the employment contract by mutual agreement between the Employer and the Worker**

The employment contract originally agreed upon may be cancelled by mutual agreement between the Employer and the Worker.

**19. Other matters (resolution of disputes between the Employer and the Worker)**

If disputes arise between the Employer and the Worker, they shall be resolved through mutual consultation and mediation. If they cannot be resolved through mediation, they shall be resolved according to the Labour Dispute Resolution Law 2012 and the laws in force.

**20. Specifying, amending and adding terms in the contract**

The duly signed employment agreement shall be sent to the relevant township labour offices. Furthermore, if the parties wish to make amendments or additions according to the labour laws in force, the Employer and the Worker shall submit the new agreement after having completed its negotiation and amendment.

**21. Miscellaneous**

- (a) The Worker shall be entitled to all the rights, protections and benefits provided for in the relevant labour laws and related laws.
- (b) Where necessary, manuals [*literally, "standing orders"*] issued according to the nature of the relevant workplace and the rules and entitlements that apply at the workplace shall be considered as part of this contract if they are not contrary to the laws in force.
- (c) The employment agreement may be amended to reach international standards by agreement between the employer and more than 50% of the workers of the relevant factory, workshop, department, company and business establishment according to the nature of the business, provided that the rights and entitlements accorded by the labour laws are not diminished.





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**Signature of the Worker  
or  
left thumb print**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position/rank: \_\_\_\_\_  
Citizenship \_\_\_\_\_  
scrutiny card number or  
passport number  
Business/  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

**Employer or  
Manager or  
Administrator**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position/rank: \_\_\_\_\_  
Citizenship \_\_\_\_\_  
scrutiny card number or  
passport number  
Business/  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

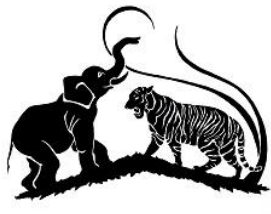
### Witnesses

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position/rank: \_\_\_\_\_  
Citizenship \_\_\_\_\_  
scrutiny card number or  
passport number  
Business/  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position/rank: \_\_\_\_\_  
Citizenship \_\_\_\_\_  
scrutiny card number or  
passport number  
Business/  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

### Confirmed and signed:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
District/Township Head Officer, Department of Labour  
\_\_\_\_\_ District/Township  
Date: \_\_\_\_\_



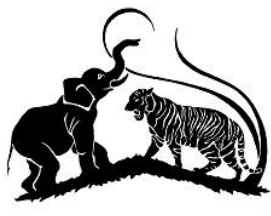
*[Note: The appendices are not part of the employment agreement template published by the MoL on 1 Sep 2017, but taken from a work rules template issued by the MoL on 4 Sep 2015.]*

## **Terms to be complied with by workers in factories, workshops and departments**

### **Appendix A: Ordinary violations**

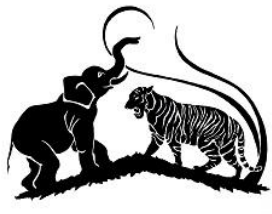
The employer may terminate the employment of the worker without paying compensation for violation of the specified terms if the worker committed another ordinary offence within 12 months after having been warned 3 times for ordinary offences with a first and a second written warning and a third warning in the form of an undertaking to be signed by him. If no further offence is committed within 12 months after the commission of an ordinary offence, or if no further offence is committed within 12 months after the third offence, the Employer shall expunge all offences.

- (1) Workers must arrive and leave work on time according to the working hours specified by the factory. Once workers arrive at the workplace, they must not leave. If workers want to leave, they must obtain permission from the person in charge through the hierarchy and leave only with a gate pass. No late arrivals or early departures outside of the specified working hours.
- (2) Workers must sign in to work and sign out of work and use the timekeeping devices themselves. No pre-signing, proxy signing, fraudulent signing, modification, or addition shall be permitted.
- (3) Workers must wear their employee ID cards at all times during working hours to identify them as factory employees, and must wear uniforms if required.
- (4) Workers must comply with the duties and instructions regarding the work given by the department head or persons in charge.
- (5) To fulfill the tasks assigned by the relevant persons in charge step-by-step and to complete them during working hours.
- (6) Must be able to meet quality and quantity targets according to established standards.
- (7) The daily target set by each factory division must be met within the specified period except for shortages of raw materials and the inability by the factory to provide work.
- (8) At the end of the work day, the worker must clean his work area properly. The work equipment must be stored neatly and in an orderly manner. The machine that the worker operated must be cleaned. Unnecessary lights must be turned off.
- (9) Do not use factory or company property for personal gain.



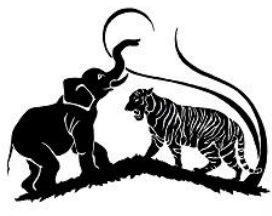
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- (10) Do not bring, repair or use any items from outside that are not related to the business/office.
- (11) Items issued by the business must be returned in a proper manner upon resignation or dismissal. If they are not returned, a payment equivalent to the value of the item must be made.
- (12) To refrain from being impolite, disrespectful and disdainful towards persons in charge and among employees. Employees shall not engage in teasing, shouting, or abusive speech or behavior with the intent to embarrass or degrade one other.
- (13) Employees must maintain unity among themselves.
- (14) No threats, bullying, or physical assaults shall be allowed in the workplace.
- (15) Workers must not leave their workplace without reason.
- (16) Except during their duty hours, workers are not allowed to enter/exit or remain in the factory or compound without the permission of the relevant person in charge.
- (17) Do not enter restricted areas without permission.
- (18) Do not enter or exit by climbing over the factory compound and buildings.
- (19) Do not draw, post or smear pictures, letters or caricatures (cartoons) on factory building walls/doors/windows, equipment and utensils.
- (20) Workers must keep their food and lunch boxes in the designated place.
- (21) Toilets must be used in a disciplined and clean manner. Water taps at the sinks and hand wash basins must be opened and closed properly.
- (22) Do not receive or meet visitors who are not related to the work, or bring or receive persons from outside without permission during working hours.
- (23) Do not doze, lie down, sleep, eat, drink, play, or sit idle during working hours.
- (24) Chewing betel nut, spitting betel nut, and chewing gum is not allowed at the workplace.
- (25) No financial transactions may be conducted during working hours without prior permission (e.g., soliciting donations, selling tickets to fund causes, lending money, paying interest, and transferring salaries).
- (26) No non-work-related matters are allowed during working hours.



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- (27) Orders and notices posted on bulletin boards must not be deliberately destroyed, defaced, or rewritten.
- (28) Occupational safety regulations must be strictly followed. No tools or equipment may be distributed or sold without permission.
- (29) Do not distribute or sell documents at the workplace without obtaining permission from the relevant authorities.
- (30) Do not act, speak, organise or incite in a way that would tarnish the reputation of the company/factory.
- (31) Do not refuse inspections carried out as part of a duty, or engage in any abusive or disrespectful behaviour.
- (32) Local orders and directives issued from time to time as needed must be followed.
- (33) No deliberate reduction in capacity shall be made to reduce business.
- (34) Workers must not intentionally destroy goods or misplace or mispackage them. If this happens, they must compensate the value of the item based on the damage to the company's name and reputation.
- (35) Do not engage in activities that may harm peace and harmony at the workplace or hinder productivity, such as forming illegal organisations, mobilising for their formation, or inciting employees not to come to work.



### Appendix B: Serious offences

A worker found to have committed any of the following serious offences shall be subject to disciplinary action up to and including termination of employment and shall not be entitled to any additional compensation or benefit:

- (1) Committing theft, receiving stolen property, misappropriation, and aiding and abetting misappropriation.
- (2) Intentionally destroying, damaging, or causing loss of any property owned by the factory or company.
- (3) Physical violence among employees, causing a commotion, physical assault intended to cause serious injury to a person, quarrelling and beating, all at the workplace.
- (4) Committing a crime related to moral turpitude.
- (5) Dishonesty, fraud, bribery and corruption
- (6) Bringing alcohol to the workplace, or consuming or selling it there.
- (7) Gambling at the workplace.
- (8) Possession, distribution, sale and personal use of drugs; smoking and using fire in the workplace.
- (9) Bringing weapons, explosives and materials to the workplace which the Arms Law prohibits to carry.
- (10) Entering explosion- or fire-prone areas of the factory and restricted areas within the workplace without permission.
- (11) Leaking important matters such as the company's confidential information, records, formulas or technical production processes to another party, making such information available, or taking photos with a phone or camera without permission.
- (12) Being convicted under any criminal law after having been arrested and charged.
- (13) Being absent without reason or authorisation for 3 consecutive working days or for 5 working days within a month, unless permission was obtained from the relevant department head or person in charge.



## LINCOLN LEGAL SERVICES (MYANMAR) LIMITED

### About Lincoln Legal Services (Myanmar) Limited

Lincoln Legal Services (Myanmar) Limited provides the full range of legal and tax advisory and compliance work required by investors. We pride ourselves in offering result-oriented work, high dependability and a fast response time at very competitive prices. Please do not hesitate to contact us:

- Sebastian Pawlita, Managing Director  
Phone: +95-9-262546284 (English)  
E-Mail: [sebastian@lincolnmyanmar.com](mailto:sebastian@lincolnmyanmar.com)

Office address: No. 55 (D), Inya Myaing Road, Golden Valley, Bahan Township, Yangon Region

Web: [www.lincolnmyanmar.com](http://www.lincolnmyanmar.com)