

EMPLOYMENT CONTRACT (PRIVATE)

BETWEEN

NAME OF EMPLOYER: _____

ADDRESS: _____

NAME OF EMPLOYEE: _____ PP. NO.: _____

This contract of employment made and entered into by and between
_____ henceforth referred as the “the Employer”

and _____, henceforth referred to as “the Employee”

WITNESS THAT

The employer employs the employee, and the employee accepts the employment by the employer on the following terms and conditions:

SECTION 1. CLASSIFICATION

The employee will work as _____ for the company and no other person for wage or salary during the terms of this employment without the consent of the employer and the appropriate authority concerned.

SECTION 2. SITE OF WORK

The site of work is in _____

SECTION 3. WAGE

The employer shall pay the employee the sum of U.S. \$ _____ per hour. However, the employer agrees to pay the employee a sum not less than the current applicable prevailing wage rate when such rate becomes higher than the sum above during the contracting period. And the employee will be paid biweekly. A worksheet shall consist of _____ hours a day and _____ hours per week. Any work in excess of forty eight hours per week constitutes overtime work and the employee shall be paid at an overtime of no less than time and half.

SECTION 4. BOARD AND LODGING

The employer shall provide living quarters and adequate nourishing food to the employee at the employer's expense or the charge of US\$ _____

SECTION 5. GRIEVANCE

Any grievance, whether coming from either the employee or the employer shall as much as possible be the subject of joint consultation between them. Mutual and voluntary solutions to employee-employer disputes are encouraged. If the disputes cannot be resolved, it must be brought to the attention of the Labor Division and Industrial Relations in the Ministry of Foreign Affairs of the Republic of the Marshall Islands.

SECTION 6. HOURS OF WORK AND OVER-TIME

In accepting this agreement, the employer(s) agrees to provide the employee a minimum of _____ hours per week for the duration of the employment contract and the employee agrees to work such hours and such shifts as may be requested by the employer. Any work performed in excess of _____ hours in one day or _____ in one week, shall be paid at the rate of time and one half.

SECTION 7. TERM OF EMPLOYMENT AND TERMINATION

The term of employment will be 24 (twenty four) months, but the employer reserves the right to terminate the employee at any time within the said period upon giving of a written notice of the employee at least 10 (ten) days prior to the intended period for the termination of the same.

SECTION 8. OFF-ISLAND TRANSPORTATION

The employer shall provide at no expense to the employee a **round-trip** economy class from the point of hire _____ and return to the point of hire upon completion of contract, satisfactory to the employer.

SECTION 9. TRAVEL DOCUMENTS

The employer shall not be responsible for any costs of passport application, work visas issued and the costs of all necessary injections and inoculations. The employer will not be responsible to pay the pre-engagement physical examinations necessary to meet the conditions of the Employment Officer. The amount paid out by the employer under this paragraph shall and will be deductible from the employee's wages, only if this contract is not completed (months).

SECTION 10. TRANSPORTATION TO AND FROM THE SITE

The employer shall provide transportation for the employee at a works camp or other central meeting place to and from site located beyond reasonable walking distance.

SECTION 11. HOSPITAL & MEDICAL EXPENSE & WORKMEN'S COMPENSATION

It shall be agreed that the employer shall assume all costs of hospitalization and medical expenses of the employee as a result of misconduct or gross negligence.

If the employee is found to be unable to perform his duties under this contract by reason of injury or illness not resulting from his negligence or misconduct and the illness or disability is determined to be covered by the Worker men's Compensation as applicable, the employee shall continue to receive compensation to the extent provide under the act.

SECTION 12. EMPLOYMENT TERMINATES DUE TO VIOLATION AND FALSIFICATION.

At all times during the period of employment, the employee agrees to maintain good personal habits, conformance to local laws and stated company's policy. Violation of the above shall be the basis of the termination of the employment for cause and the return of the employee to the point of hire, deductible from any final pay due the employee. The employee represents that as of the date of execution of the contract he was free of any disease, physical or mental condition or legal impediment which if known to the employer would have been the reasonable basis for refusal of employment. Any falsification of pre-employment documents or post-employment documents related to a job after or misrepresentation of fact is ground for immediate dismissal.

SECTION 13. ACCIDENT OR EMERGENCY

In the event of accident, the employer must notify the Labor Department and shall be authorized without further consent of the employee or liability being incurred thereby to do the following:

- A. In the event of the employee's death during the performance period of the contract, the employer will, if the employee's next of kin so desires, defray the expense of embalming and transporting of his remains to his point of hire.
- B. The employee agrees that in the event of his complete mental or physical incapacity, the employer, after consulting with the Labor Office, may authorize appropriate medical treatment as may be recommended by a qualified medical authority.
- C. The following person is the Employee's next of kin and should be notified in the event of emergency.

Name: _____ --

SECTION 14. CERTIFICATION OF EMPLOYMENT AGREEMENT

The employee and the employer certify hereto that they have read the foregoing agreement; that they fully understand its terms and conditions which constitutes the entire agreement between the employer and the employee and that no promises or understandings have made to imply than those stated in the foregoing. Nothing in this contract will prohibit subsequent renegotiation on terms more favorable to the employee of approved in writing by the Division of Labor & Industrial Relations, Republic of the Marshall Islands.

Executed this _____ day of _____, in the city of Majuro, Capital of the Republic of the Marshall Islands.

Employer: _____ Date: _____

Employee: _____ Date: _____