

Tool #4: Employment Contract

The reference boxes will be based on guidance for good employment practices based on the ILO Domestic Workers Convention, 2011 (No. 189) and protections offered to different categories of workers under Myanmar Law which not in all cases applicable to domestic workers.

Parties of the Contract

The Employer (U/Daw/Mr/Mrs): _____

Address: _____

NRC/Passport #: _____

AND

The Worker (U/Daw/Mr/Mrs): _____

Address: _____

NRC/Passport #: _____

Date of Birth: _____

The Parties to this contract agree to the following terms and conditions:

1. Start date

1.1 This contract is valid from _____

Both Parties have the right to terminate the contract by giving advance notice as specified in section 10 of this document.

2. Household information

2.1 Address: _____

The minimum working age in Myanmar is 14, however there are benefits to hiring a domestic worker aged 18 and above.

Even if the employment contract is terminated, all workers have the right to wages for work already completed.

2.2 House information:

The house has ____ floor(s), ____ bathroom(s), ____ bedroom(s), ____ living room(s), ____ kitchen(s), and ____ other rooms. Total size ____ sq.ft.

2.3 Household members:

The family consist of ____ individuals of whom ____ are children (____ years old) and ____ aged persons requiring care. There are also the following home pets: _____.

3. Job Description

3.1 The employee will be responsible for the following tasks. For a more detailed description, please use Tool #1 as an attachment to the contract.

(Please check all that apply)

Housekeeping:

Cleaning

Cooking

Laundry

Care:

Children

Elderly

Sick/Disabled

Other:

Gardening

Pet Care

Auto Maintenance

3.2 The Employer shall obtain agreement from the Worker before assigning changes to the tasks agreed to here or in Tool #1. All amendments to the tasks and any additional pay shall be recorded in the contract.

Workers under the age of 18 should not be assigned tasks specified as hazardous, such as heavy lifting.

4. Working Hours

4.1 The employee shall work ____ hours per day / per week. A full-time worker is entitled to a minimum of one full day of rest per week. The weekly rest day(s) will be: _____

4.2 Working hours are agreed to be:

	M	T	W	Th	F	Sa	Su
Start Time:							
Start							
Break							
End							
End Time:							

4.3 The worker is entitled to ____ minutes of paid break time for every four hours uninterrupted hours of work. The parties can agree to divide this into intervals.

Parties can record details and hours of work in the Payslip.

Parties should agree together on the weekly rest day, taking into consideration family commitments and religious beliefs and practices.

Normal working hours should not exceed 8 hours per day (48 hours per week depending on the industry). Any hours worked in excess of 48 hours will incur overtime rates. Overtime should not exceed 12 hours per week but can be extended to 16 hours a week for special cases.

Workers should not work longer than four hours at a stretch without receiving a rest of at least 30 minutes

5. Wages

5.1 The Employer agrees to pay the Worker for the work in cash at the following rate: _____ Kyat per day/week/month (please circle), equivalent to _____ Kyat per hour.

5.2 The Employer agrees to pay the wages on the following basis: (please tick one option)

- Weekly on _____ (specify the day)
- Fortnightly on _____ (specify the day)
- Monthly on _____ (specify the date)

5.3 If required to work on public holidays, the Worker is entitled to holiday pay at _____ the normal hourly rate.

5.4. The Employer agrees to provide additional benefit(s): (please tick the boxes)

- Transportation allowance
- Food allowance
- Other(s)

5.5. The Employer and Worker can agree to the following: (please tick all that apply):

- The Employer will provide the Worker with a payslip for every payment (Tool #5)
- The Parties will regularly review and adjust the Workers' wages to ensure that they reflect the Worker's experience and workload.
- The Worker will be paid for overtime at a rate of _____ Kyat per hour.
Overtime refers to those hours worked in excess to the normal working hours specified in the contract.

Myanmar minimum wage is 4,800 Kyat for eight hours of work. In practice, worker's experience, volume and difficulty of work, cost of living are used to define fair wage.

In Myanmar, it is customary for employers to pay workers a bonus/give a present on Thingyan Holidays.

Wages should be reviewed yearly and increased to reflect rising living costs and inflation

The standard overtime rate is 1.5 times the normal hourly rate, and at least 2 times the normal hourly rate during holidays.

6. Holidays and Leave

6.1 The Employer agrees to provide the worker with paid leave:

- ___ days of annual leave
- ___ days of casual leave
- ___ days of medical leave
- ___ days of public holidays

The standard annual leave provided is 10 days; casual leave is 6 days; medical leave is 30 days. There are 25 public holidays in Myanmar.

6.2 If the Worker becomes pregnant, the Parties agree that:

- The Worker will be entitled to ____ (days)/(months) maternity leave with pay
- The Worker will be entitled to ____ (days)/(months) maternity leave without pay.

Women employees are entitled to 14 weeks of paid maternity leave, to be taken six (6) weeks before confinement and eight (8) weeks after confinement. The Social Security Fund is available for these benefits

If a part-time worker is not granted paid annual leave, the Employer should reflect this by increasing the hourly or daily wage.

7. Living and Working Environment

7.1. The Parties commit to create a working and living environment free from all forms of abuse, harassment and violence.

7.2. The Employer shall ensure that the assigned work tasks, tools and environment are not hazardous to the Worker's health, dignity or property.

7.3. The Worker has the responsibility to report any damages or defects in the house to the Employer.

7.4. The Worker lives in the Employer's home: (please tick one option)

- Yes No

7.4.1 If the Worker lives in the Employer's home, the Employer commits to provide reasonable and proper accommodation, access to bathroom, kitchen, washing appliances.

7.4.2. The Worker will be provided with:

- 3 meals per day
- _____ meals per day and a food allowance of _____ Kyats per week/month (please circle)

7.4.3. A live-in Worker is free to leave the house and dispose of their free-time as they choose during periods of daily and weekly rest, public holidays, annual leave and casual leave.

7.4.4. The Worker has the right to keep in their possession their travel and identity documents and other personal belongings.

7.4.5. The Worker has the right to communicate with the family as much as required as long it doesn't impact work performance.

Employers should provide workers with appropriate protective equipment when necessary, such as gloves for handling strong chemicals and stable and safe step ladders.

The worker's room should have adequate living space, private and with an access to a lockable bathroom.

No deductions from pay should be made for accommodation and food.

The worker should keep in their possession their identity card and have an opportunity to get in touch with the family on the regular basis.

8. Social Protection

8.1 Social Security Board (please tick if applicable)

The Employer agrees to pay social security on behalf of the Worker

8.2. Illness or injury arising from work (please tick if applicable)

In the event that the Worker suffers injuries or illness arising from work or work-related travel, the Employer will arrange immediate medical treatment and pay necessary medical expenses.

8.3. In case of illness, the Worker's medical expenses will be covered by:
(please tick at least one option)

Social Security paid by the Employer

Private medical insurance provided by the Employer

The Employers are generally required to register their Workers and contribute to the Social Security Fund.

In case of domestic workers, it is strongly advised that the Employer should be responsible for covering medical expenses for illness or injury arising from work.

9. Dispute Resolution

9.1 The Parties agree to discuss any concerns about the working relationship in the spirit of maintaining a harmonious working environment. If the Employer and the Worker have a dispute regarding their respective rights and obligations under this employment contract or under Myanmar law, the Parties agree to consult a third party independent mediator to discuss the issue. Recourse to labour inspectors or court proceedings will occur after mediation avenues are exhausted, if one of the Parties refuses mediation, or if actions by either Party warrants legal action.

All workers, regardless of their legal or immigration status, are entitled to access courts, tribunals or other dispute resolution mechanisms.

10. Termination of Contract

10.1 Both Parties have the right to terminate the contract by giving _____ notice in writing to the other party at or before any due date of wage payment in order to take effect on the following due date of wage payment.

10.2. In case of breach of contract, both Parties have the right to terminate the contract and claim compensation arising from the breach so as to restore the Parties to the position they could reasonably expect had the contract not been breached.

Breaches of contract include for instance the failure by the Employer to pay wages, or the failure by the Worker to perform the agreed to tasks

10.3 If the Worker is dismissed without fault, the Employer agrees to provide the Worker with a payment amounting to _____ months of salary for every _____ months worked.

Workers in Myanmar are generally entitled to severance pay that is proportional to the time they have worked. For example, for 12 months of work, the severance pay is one month's wages.

Acknowledgement

This contract is made in duplicate. The Parties to the contract, having read and understood the entire substance of the contract, hereby sign their names.

Signature of Employer:

Signature of Employee:

Date:

Date: