**SAMPLE EMPLOYMENT CONTRACT FOR MIGRANT WORKERS**

**THIS AGREEMENT**,made as of the …..day of **……**, **20\_\_**.

1. **Term of Employment**

The employment of the workers shall commence the date hereof and continue for a period (**insert number of months or years**) or until terminated by either party in accordance with the Employment Relations Act 2007.

* 1. **JOB TITLE**
1. ……………………………………………………………………..
	1. **PLACE OF WORK;**
2. ……………………………………………………………………..
	1. **TYPE OF WORK**

The description of the roles and responsibilities shall include the following;

1. ……………………………………………………………
2. ……………………………………………………………
	1. **DAYS/HOURS OF WORK**
3. Your hours of work is from …………… to …………………(8 hours per day)
4. Days of work is from ………………… to …………………. (6 days a week) or
5. Your hours of work is from …………… to …………………(9 hours per day)
6. Days of work is from ……………… to ……………………..(5 days a week)
	1. **WAGES/ SALARY**
7. Under this agreement, you will be paid at the rate of ……………………………….FJD per hour/ salary according to the hours worked and in accordance with the Wages Regulations 2015 & Amendment Regulation 2017.
	1. **OVERTIME WORK AND MEAL ALLOWANCE;**
8. Worker will be entitled to Overtime pay for work in excess of normal hours on any working day during such week and on Public Holiday. (Refer to Overtime clause from the Wages Regulation 2015.
9. Worker will also be entitled to Meal Allowance in accordance with the Wages Regulation.
10. **ENTITLEMENTS**
	1. **ANNUAL HOLIDAY**
11. After each year of employment, the Worker shall be given 10 working days as annual holiday/leave with pay and in respect of such holiday the applicable wages the worker would have been paid for the time the worker would normally have worked during that period.
12. Worker will not be entitled to the paid annual holidays/ leave if the worker has been absent from work for more than 20 normal working days during the year, except on the following grounds;
	1. where the absence has been due sickness certified by a medical practitioner; or
	2. worker is excused from work by the employer; or
	3. any other cause acceptable to the employer.
13. If employment is terminated within less than one year of service and the Worker has completed more than a month of continuous service, the Worker will be entitled to annual holiday/ leave with pay on pro-rata basis.
	1. **PUBLIC HOLIDAY**
14. The worker will be paid in respect of each public holiday for the number of hours (exclusive of overtime) which the worker would normally have worked on that day had it not a public holiday.
15. If the worker is required to work on a public holiday and works accordingly then the worker must be paid the single rate in addition to the entitlement paid in respect of each public holiday.
16. This entitlement does not apply to the worker if he/she;
	* 1. Does not work during the last working day preceding the public holiday; or
		2. Do not present himself /herself on the first working day after the public holiday.

* 1. **SICK LEAVE**
1. The worker is entitled to paid sick leave of not less than 10 working days during each year of service and any accumulated and unused sick leave for each year automatically lapses in the next year.
2. The worker must as soon as reasonably practicable notify the employer of his/her absence from work, the reason for the absence and also produce a medical certificate by a registered medical practitioner, certifying the worker’s incapacity for work.
	1. **BEREAVEMENT LEAVE**
3. After completion of 3 months continuous services, the worker is entitled to 3 days paid bereavement leave in addition to any other leave entitlement.
	1. **MATERNITY LEAVE**
4. If applicable, the worker who has completed more than 3 months continuous service with the same employer, is entitled to 98 consecutive days of maternity leave subject to providing her employer with a certificate from a registered medical practitioner.
	1. **PATERNITY LEAVE**
5. If applicable, the worker who has completed more than 3 months continuous service with the same employer, is entitled to paid paternity leave for a period of not less than 1 working day subject only to any amendment to the Employment Relations Act 2007 in this regard.
	1. **FAMILY CARE LEAVE**
6. Where a worker has completed more than 3 months continuous service with the same employer and wishes to provide care or support to a member of the worker’s immediate family or a member of the worker’s household, the worker is entitled to paid family care leave of not less than 1 working day during each year of service.
	1. **ACCOMODATION**

The employer must provide reasonable accommodation to workers including proper electricity and water supply for the period of employment or until the workers are repatriated to their country of origin.

* 1. **REPATRIATION**

The employer must make arrangements for repatriation of the workers after the completion of the employment contract or in case of termination of contracts or resignation of the worker.

* 1. **STATUTORY ENTITLEMENTS**

The worker is also entitled to any statutory entitlements and benefits not less favorable than other workers in Fiji.

1. **DISCPLINARY AND GRIEVANCE PROCEDURES**
	1. **Summary Dismissal**

No employer may dismiss a worker without notice except in following circumstances;

1. Where a worker is guilty of gross misconduct;
2. For willful disobedience to lawful orders given by the employer;
3. For lack of skills or qualification which the worker expressly or by implication warrants to possess;
4. For habitual or substantial neglect of the workers duties; or
5. For continual or habitual absence from work without the permission of the employer and without other reasonable excuse.
	1. The employer must, provide the worker with reasons, in writing, for the summary dismissal at the time the worker is dismissed.

**Note:** the Employer has to formulate their own grievance procedure.

**4 DURATION OF CONTRACT**

 **4.1** The contract may be terminated by mutual agreement of the parties.

**4.2** The worker is required to read this employment contract carefully and thoroughly before confirming his/her acceptance by signing in the space provided and return the duplicate of this agreement within seven (7) days to the Manager/Director from the date of this letter.

**5 GOVERNING LAW**

This contract will be governed by the laws of the Republic of Fiji.

**Signed by:**

Employer: ………………………… Worker:……………………………..

Name: Name :

Position: Date:

Date :