

Draft Standard Employment Contract for Indian Migrant (ECR) Workers

This employment contract is executed and entered into by and between:

A. Name of the Employer/organization:

Address:

P. O. Box No.: Tel. No. Fax No.:

Name of the Proposer/supervisor/HR Head:

Address:

P. O. Box No.: Tel. No.

Fax No.: Mob No.:

B. Name of the Employee:

Father/Husband's Name

Age: Marital Status:

Passport No: Place of issue: Date of Issue:

Address:

PIN: Tel. No:

Mob:

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment:
2. Contract Period: months/years. Commencing from (shall begin from the date of departure): to
3. Employee's Position/Designation.....
4. Description of the job & responsibilities
5. Basic Monthly Salary: (in destination currency) & approximate INR
6. Other Emoluments/allowances:
 - a) Food: Yes/No, if yes, mention no of timesa day, or food allowances of (destination currency/\$) a day

- b) Suitably furnished accommodation with no cost on the employee: Yes/No, if yes, describe number of rooms or size of the area, accessories/appliances provided
 - c) Free medical/dental facilities
 - d) Mandatory free health insurance cover up to: (US \$)
 - e) Mandatory free personal life and accident insurance cover up to:
 - f) Mandatory co-contribution to the employee social security scheme (MGPSY). Employer shall also facilitate smooth transfer of both co-contributions to the Bank administering the scheme.
 - g) Please specify bonuses, indemnities and other allowances, if any:
7. Regular Working Hours: (shall not exceed 8 hours a day and 6 days a week). Weekly off days on
8. Overtime Pay:
- a) Amount of pay for work over regular working hours: per hour
 - b) Amount of pay for work on designated rest days & holidays: per hour
9. Leave with Full Pay:
- a) Vacation Leave:
 - b) Sick Leave:
10. Free transportation to the site of employment; and in the following cases, free return transportation to the place of origin in India:
- a) During Annual leave;
 - b) Expiration of the contract;
 - c) Termination of the contract by the employer with just cause;
 - d) If the employee is unable to perform work due to work connected/aggravated injury or illness;
 - e) Force majeure; and
 - f) In such other cases when contract of employment is terminated through no fault of the employee.
11. Period of probation: (If the employee found unsuitable or not able to perform the duties of the job assigned by the end of the probation period, the employer

may terminate the contract by payment of one month additional salary and bear full travel costs of repatriation of the employee to India including airfare.

12. In the event of death of the Employee during the term of the agreement, his remains, personal belongings and dues of all payments shall be repatriated to the employee's nominee in India at the expense of the Employer. In case the repatriation of mortal remains is not possible, the same may be disposed of with prior approval of the Employee's nominee and or by the Indian Embassy/Consulate nearest the jobsite.

a. Name of the nominee and address:
.....

13. The Employer shall assist the Employee in remitting a percentage of the employee's salary through the proper banking channel or other means authorized by law.

Bank Account Number of the Employee or of his/her close relative in India:
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Name of the Account holder:

Name of the Bank:

Name of the Branch and Address:

MICR No: IFSC Code No :

14. Termination:

a) Termination by employer: the Employer may terminate this contract on the following just causes: serious misconduct, willful disobedience of Employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, engaging in trade union activities, when Employee violates customs, traditions, and laws of the destination country and/or terms of this agreement. The Employer shall shoulder his/her repatriation expenses.

b) Termination by Employee: the employee may terminate this contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative; inhuman and unbearable treatment accorded the employee by the employer or by his representative; commission of a crime/offense (including physical, mental, sexual abuse, exploitation and torture) by the employer or his representative on the employer and violation of the terms and conditions of the

employment contract by the employer or his representative. Employer shall bear full costs of repatriation of the employee to India.

b.1) the employee may terminate this Contract without just cause by serving one (1) month in advance written notice to the employer. The Employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall shoulder all expenses relative to his repatriation back to his/her point of origin.

c) Termination due to illness: either party may terminate the contract on the ground of illness, disease or injury suffered by the employee. The employer shall shoulder the cost of repatriation in this regard.

13. Settlement of Disputes: All disputes, complaints and claims relative to the employment contract of the employee shall be settled in accordance with the laws of the country in force and its Labour Ministry's rules and regulations. All matters shall be settled amicably with the Labour Attache or authorized representative of the Indian Mission. In case, amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in the host country or in India if permissible by host country laws.
14. Passport Custody: the Employer shall not under any circumstances confiscate or take into custody or possession of the passport of the employee as the passport of the worker is the property of the Government of India and shall remain with the employee at all times.
15. Mobile phone: the Employer shall provide a mobile phone and connection free of cost to the employee within a period of 15 days of the employee joining his duty at the work place and his number shall be communicated to the Indian Mission and the concerned Recruiting Agent.
16. The Employee shall observe Employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.
17. Applicable Law: Other terms and conditions of employment which are consistent with the above provisions shall be governed by the pertinent laws of the destination country..... and India.

In witness thereof, we hereby sign this contract this day of
.....20.....at

.....
(Employee Name and Signature)

.....
(Employer Name and Signature)

.....
(Indian Representative/Recruiting Agency)

.....
(Witness)

.....
(Witness)

NOTARY PUBLIC