

EMPLOYMENT AGREEMENT

(Hourly Wage Basis)

This Employment Agreement is made on the _____ day of _____ by and between(**COMPANY'S NAME**)....., having its office at(**OFFICE ADDRESS**).... (hereinafter called as "The Employer") and Mr.....(Hereinafter called as "The Employee")

Whereas The Employer desires to employ The Employee for his construction work on the conditions mentioned hereafter and whereas The Employee covenants to work faithfully in conformity with The Employer's instructions at the assigned overseas construction site.

Now, in consideration of the mutual covenants herein contained, both parties have agreed as follows.

1. TERM OF EMPLOYMENT

- 1.1 The term of Employment shall be one year effective from the date of the Employee's arrival at the site to the date of his departure therefore.
- 1.2 It can be extended by mutual consent after The Employee's completion of one year service.

2. PROBATION PERIOD

- 2.1 The probation period shall be 3 months from the beginning of his work.
- 2.2 In case that The Employee is evaluated to be unqualified for his job during the probation period, The Employer shall have the right to terminate this Agreement and repatriate him to his home country without prior notice, and then the round trip airfare shall be borne by The Employee.
- 2.3 The evaluation of the unqualified ness shall be solely at The Employer's discretion and it can not be the subject of any disputes.

3. WORK TRADE

- 3.1 The Employee's work trade is_____.
- 3.2 The Employer can order Employee to work on other trade different from above stated Work trade if required for the site's work progress and the employee should follow The Employer's such order.
- 3.4 The wage shall be the same as before even after his work trade is changed.

4. WAGE

- 4.1 Monthly basic shall be AED _____ based on **8 working hours/day from Saturday to Thursday, and Overtime/Holiday work payment shall be according to the Local Labor Law.**

4.2 All the salary due to Employee under this agreement shall be noted in US Dollar and paid on the twentieth day or any other day designated by The Employer of each month in respect of his services for the preceding month in local currency converted by the local bank's buying rate of foreign exchange prevailing at the tenth day of each month.

4.4 The Employee shall have a sole responsibility for his wage remittance. However, The Employer may be at his liberty to arrange for the wage remittance by the request of The Employee.

5. PLACE OF WORK

The Employee's primary location shall be at the construction site of..... **(SITE ADDRESS)**..... However, The Employer may order the relocation of The Employee to other site or other country, if required in the course of execution of The Employer's works and The Employee should follow The Employer's such order.

6. WEEKLY LEAVE AND OFFICIAL HOLIDAY

6.1 The Employee shall be entitled to have one day of weekly leave after 6-day full service.

6.2 The Employer shall have the right to change the date of weekly leave or order The Employee to work on weekly leave with pay according to the Local Labour Law.

7. ANNUAL LEAVE.

7.1 The Employer shall give the annual leave to The Employee for a certain period according to the Local Labour Law when The Employee completes his one year service and agrees to extend his contractual service.

7.2 If required for the work progress, The Employer can order The Employee to work during his annual leave on the condition of paying the annual leave allowance according to the Local Labour Law.

8. AIR-FARE

Air-ticket shall be provided by Employer. However, in the case The Employee returns to his home country before the completion of this agreement due to his private affairs or defaults, he shall bear the Economy Class airfare for his returning.

9. TAXES AND DUTIES

The Employee shall bear any/all income tax, social insurance tax and other taxes imposed on his income by the government of the country in which he is working and by the government of his home country. The Employer shall have the right to deduct the amount of such taxes and insurance premiums, if any, from The Employee's wage according to the Local Laws.

10. FOOD & ACCOMMODATION

The Employer shall provide *The Employer at least three meals per day, Including public holiday, national holiday and sick leave period, and it is free of charge.*

The Employer shall provide the Employee safe and hygienic accommodation during the term of contract. The Employee shall live at assigned housing and shall not live outside.

11. Medical Treatment

In the event of the Employee's illness or accident caused by work during the period of the contract, the Employer shall both provide all necessary medical treatment free of charge to the Employee, and in the meantime pay regular wage and compensation on terms not less than those stipulated by the local labour law.

In the event of death of the Employee, the Employer shall bear all expenses incurred in the transport to domicile in Thailand the remains of the deceased and all of his personal belongings.

12. Obligation

12.1 The Employee shall abide by the rules and regulation of the Employer's company Stipulated in conformity with the local labour law, and shall respect the local traditions and customs.

12.2 The Employee shall work only for the Employer's company

12.3 The Employee shall not engage in any unlawful activities such as protest or demonstration.

13. Termination of the contract

13.1 In case the Employer terminates the contract, the Employer shall give one month notice to the Employee, or pay one month wage in lieu of giving notice, or otherwise act in conformity with the local labour law. The Employer shall thereby for the cost of the return travel of the Employee to Thailand.

13.2 In case the Employee terminates the contract, the Employee shall give a one month notice to the Employer and shall pay for his own expenses in the return travel to Thailand.

14. Others

14.1 The Employer shall pay for all necessary fees and expenses incurred on the acquisition of work permit in accordance with the local regulations on the Employee's behalf.

