

CONTRACT OF EMPLOYMENT

Contract made on the day of 20..... between (hereinafter called 'the Employer') and (hereinafter called 'the Employee').

DUTIES

1. The Employee agrees to proceed to **BRUNEI** when directed and undertakes that he will there diligently and faithfully work as a ____ for the term of his engagement set out in Clause 3 of the Contract and will act in all respects according to the reasonable instruction or directions given to him by the Employer or the Employer's representatives.
2. The Employee will perform the normal duties for which he has been engaged and any other suitable duties which may be assigned to him by the Employer. He will reside and work in **BRUNEI** (specify country and site operations) as directed by the Employer and he will not participate in any remunerative occupation other than under this Contract.

DURATION

3. The duration of the Contract will be for a period of **2 YEARS** (maximum 2 years) commencing on the day of arrival of the Employee in **BRUNEI**. This term of service may be determined or extended as hereinafter provided in Clause 16 and 17 on this Contract.

WAGES

4. (a) The Employee will receive wages at a rate of not less than ____ /MONTH (state whether per hour, day, week or month). The Employer undertakes to provide the Employee with not less than 6 days' work per week.
(b) An allowance ofper day will be paid to the Employee from the date of his departure from _____ until his arrival in **BRUNEI**.
(c) At the request of the Employee, the Employer will advance an amount not exceeding 4 weeks' wages prior to embarkation at..... The advance will be repaid by the Employee in 12 Weekly or 3 Monthly installments to be deducted from his wages.
(d) Wages will be paid by the Employer at least once every month, and more frequently, if the Employer so desires (Here specify in detail any additional cash allowance). e.g. cost of living allowance.

HOURS OF WORK

5. Hours of work shall be (maximum eight) hours per day from Monday to Saturday.

OVERTIME

6. If the Employee works more than(maximum eight hours per day) on any working day, he will as regards such overtime receive payment at the rate of time and a half ordinary time. The Employee may only be asked to work overtime with his consent and shall not be permitted to work overtime for more than two hours in any period of twenty-four hours.

REST DAYS AND HOLIDAYS

7. (a) The Employee will be entitled to one day's rest in each week, normally on Sunday. In the event of his working on shift, the Employee will agree to take his rest period on any day of the week, provided he is not required to work for longer period than six consecutive days without a rest.
(b) The Employee will be entitled to(a minimum of eight) paid holidays in each year, which may be either public holidays or holidays peculiar to the Employee's race. The eight paid holidays are:-
(c) In the event of the Employee, not on shift work, being asked to work on Sunday or on any paid holiday, he will be entitled to be paid at one and half and double rates respectively for the period work.

INTERRUPTION TO WORK

8. If on any working day for any reason outside the Employee's control the Employer is unable to provide work, and the Employee attends for work at the place of employment, the Employee will receive wages as if he had worked for the full period required on that day. If the Employee fails to attend at the work place without proper excuse, he will not receive wages for the period of his absence.

PASSAGE

9. (a) The Employer will provide the Employee with free passage and food from _____ to **BRUNEI** likewise the Employee will receive free return passage and food on the expiration of the Contract. The Employee must be prepared in either case to travel by sea or air, as the Employer shall direct.
(b) Should the Employee be unavoidably delayed in **BRUNEI** after the termination or expiry of the Contract, he will continue to receive his wages pro rata until the day on which he embarks for _____. Commencing from the day of embarkation he will receive a daily travelling allowance of for the duration of the return journey including any delay incurred in the shipping or air passage through on fault of the Employee. The allowance will not be payable during any period by which the Employee extends his return journey of his own accord.

TRAVEL DOCUMENTS AND MEDICAL EXAMINATION

10. The Employee will undertake to obtain on the Employee's behalf all necessary travel documents free of charge to the Employee, and will further arrange for the Employee to be examined free of charge by a Registered Medical Practitioner prior to his departure from

ILLNESS OR ACCIDENT

- 11. (a) In the event of any illness or accident arising out of or in the course of his employment, the Employee will be paid compensation on terms not less favorable than those provided under the Workmen’s Compensation Ordinance of **BRUNEI**. Moreover, the Employer undertakes to provide all necessary medical and hospital attention free of charge.
- (b) In the event of any illness or accident not attributable to his employment and provided the Employee immediately informs the Employer or the Employer’s medical practitioner, the Employee will be provided with free medical and hospital attention by the Employer. Full wages will be paid for the first month of incapacitation and half wages for the next month. Subsequently free medical and hospital attention will continue, but no wages will be paid.
- (c) In the event of a medical practitioner certifying that in his opinion the Employee is unable to resume service with the Employer, the Employer will provide free maintenance in hospital or an adequate maintenance allowance prior to embarkation and free food and return passage to

FOOD AND QUARTERS

- 12. The Employer shall provide to the Employee, during the term of service the following:-
 - a. Free medical attention
 - b. Free board and lodging, or
 - c. Free accommodation only, or
 - d. No board and lodging will be provided
 } both of standard not below that customary
 } in the locality where the Employer will be
 } employed.
 } (Delete where not applicable)

REMITTANCES

- 13. The Employer will provide free of charge facilities for the Employee to make remittances to his family or dependents in.....

FAMILY

- 14. Nothing in terms of this Contract will be construed as permitting the Employee to bring his family to **BRUNEI**.

TERMINATION

- 15. (a) In the event of the Employer wishing to terminate this Contract he will give one month’s notice or one month wages in lieu of notice to the Employee, and will provide free food and return passage to with allowances as set out in Clause 9 (b).
- (b) In the event of the Employee wishing to terminate this Contract he will give one month’s notice or forfeit one month’s wages in lieu thereof to the Employer. In this event, he will be entitled to receive from the Employer the cost of return passage and food.
- (c) The Employer will reserve the right summarily to dismiss the Employee for cause shown. In such case the Employee will be repatriated at the Employer’s expense but wages will cease as from the day of dismissal. The competent authority will be informed immediately should the Employee be dismissed under this Sub-Clause.

EXTENSION

- 16. Should the Employer and the Employee wish to extend the duration of this Contract for a further period of **2 YEARS** (total period of absence from should not exceed 2 years), they may do so provided the immigration Authorities of **BRUNEI** and..... do not require the Employee to return to

PRICE RATES

- 17. (a) If the Employer and the Employee so desire, the Employee may be remunerated by piece rates which are set out in the Schedule to the Contract. Before such an arrangement is effected, the proposal must be notified to and the rate approved by the competent authority in **BRUNEI**.
- (b) The Employer guarantees that the Employee if he is remunerated by piece-rates, will receive not less than the time-rate of wages as stated in Clause 4 (a), subject to his fulfilling the other conditions, of this Contract.

VARIATION

- 18. Any variation or addition to the term of this Contract during, its normal duration, or in the event of its extension under Clause 17 will be made only with the consent of the competent authority of **BRUNEI**.

LAWS

- 19. The employee during the course of this Contract will be subject to the laws of **BRUNEI**.

SIGNING OF THE CONTRACT

- 20. This Contract will not be signed in but will be signed on arrival in **BRUNEI** and in the presence of the Commissioner or Deputy Commissioner of Labour, the competent authority to whom all complaints concerning the execution of this Contract should be made.

COMPLAINTS

- 21. All complaints concerning the terms of this Contract must be made before the Commissioner or Deputy Commissioner of Labour before the Employee leaves **BRUNEI**. No complaints or grievances outside the country of employment will be entertained.

FINAL PAYMENTS

- 22. On termination of the Contract all final payments, no complaints certificates etc. will be made in the presence of the of the Commissioner or Deputy Commissioner of Labour before the Employee leaves the country of employment.

INTERPRETATION

- 23. In the interpretation of this Agreement only the English text will be accepted. AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED BY EMPLOYER

SIGNED BY EMPLOYEE