**Employment Contract**

THIS CONTRACT ENTERED INTO BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the Company/Principle Employer) AND the Employee the particulars of whom are as follows:

PARTICULARS OF THE PERSON EMPLOYED

1.     Name:

2.     Father's Name:

3.     Date & Place of Birth:

4.     Nationality:

5.     Sex:

WHEREAS MR./MS./MRS. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HAS REQUESTED FOR EMPLOYMENT IN THE CONSULATE AND HAS BEEN APPOINTED TO THE POST OF \_\_\_\_\_\_\_\_\_\_\_\_ SUBJECT TO CONFIRMATION AFTER THE SUCCESSFUL PERIOD OF PROBATION. THE CONTRACT OF EMPLOYMENT WILL BE IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

AND WHEREAS the Date of Commencement of Employment at the company is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It is hereby agreed that the Terms and Conditions will be as follows:

**1.**     **POSITION OF EMPLOYEE:**

The employee will be employed in the position of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Position) on a ranking of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Ranking Number) in accordance with the approved remuneration scales. The Company reserves the right at its sole discretion, to transfer the employee to any different position without affecting his/her salary even during the period of probation and after confirmation)

**2.**     **WORKING HOURS & DUTIES :**

1.     The employee who has been employed in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be required to work 5 days a week for 8 hours a day i.e. from 0900 to 1700 hrs (including Lunch break for the duration of 30 minutes.) However as situation arises and as the need demands the employee will work beyond regular hours.

2.     When circumstances require the Employer may request the Employee to work overtime hours and the Employee hereby agrees to do so. The Employee will be paid for that additional overtime in accordance with the local law. It is agreed that working on Israeli/Jewish holidays will not be considered as overtime hours.

3.     Wherever the nature of the duty and work of certain specified employees extends beyond regular office hours the concerned employees will be paid a consolidated overtime wage calculated for notional 75 hours of overtime work per month at the rate of \_\_\_\_\_\_\_ payable in Rupees.

4.     It is hereby agreed that this will be the fixed sum of overtime wages regardless of whether the overtime hours are less than or more than 75 hours per month.

**3.**     **PROBATION PERIOD :**

1.     It is agreed upon by the Consulate General at Mumbai and the EMPLOYEE that the employee will be under a trial period of three (3) months, commencing from the date on which the Employee joined his/her employment so that the Company may in its sole discretion, determine whether the employee is suitable for the post and capable of performing the duties, intended to be entrusted to the Employee. During the period of probation each of the parties can terminate the contract at any time and for any reason and by giving seven days notice.

2.     It is agreed that during the period of probation the condition of contract regarding termination of employment and severance payment will not be applicable and enforceable.

**4.**     S**ALARY:**

1.     The employee will receive a gross salary of Rs.\_\_\_\_\_\_\_\_\_\_/- Rupees (number) for (month) which will be subject to Tax Deduction at source if applicable in accordance with the Income-Tax Act.

2.     The Employee is also entitled to one-- month basic salary as bonus for Diwali to be paid in the month of October or November.

5.

1.     The rank and the salary of the employee will be in accordance with the approved remuneration scale and his/her promotion will be in accordance with his/her superiors’/recommendations.

2.     A seniority salary increment will be paid to the employee beginning after the first year of full time employment, according to the Ministry guidelines and in accordance with the salary scale as of January 1st of each calendar year.

3.     The employee will be paid for additional overtime hours in accordance with the local law. As agreed hereinabove work on regular working hours on holidays will not be considered as additional work. No extra compensation will be given for the same.

**6.**     **ALLOWANCE**

All employees traveling on official duty are entitled to claim reimbursement of expenses incurred in the course of duty (subject to vouchers/invoice being forwarded to the Administration Office) and approved by the Company which are of the following nature:

1.     Daily food allowance equivalent to \_\_\_\_\_\_.

2.     Other Miscellaneous expenses related to the official duty.

2.

**7.**     **INCOME-TAX:**

Local income taxes will be paid to the appropriate authorities by the Employer by deduction from the employee's gross salary.

**8.**     **INSURANCE BENEFITS:**

1.     The Employer shall provide Medical Insurance Med claim for the Employee and the dependant family members. (The Medical Insurance policy is attached to this employment agreement as Annex A.) The Consulate will contribute an amount equivalent to the premium for the employee and \_\_% of the difference for the family members and the employee will contribute the balance proportionate amount as determined at the sole discretion of the company.

2.     The Employer shall provide Personal Accidents Insurance for the Employee (The personal Accidents Insurance policy is attached to this employment agreement as Annex B) The Employer and Employee will both contribute to the said scheme of premium payments in the proportion determined at the sole discretion of the company.

**9.**     **LEAVE:**

1.     ANNUAL LEAVE: Local Staff will be entitled to Annual paid leave of \_\_\_ days in a calendar year inclusive of casual leave.

The Employee is obligated to take a minimum number of vacation days in one working year and is limited in the accumulation of vacation days to the next working year, all in accordance with the instructions as submitted from time to time. The holiday, on the requested dates, will be subject to approval by the employer

2.     MATERNITY LEAVE: A Female Employee is entitled to paid maternity leave of three months in accordance with the local law.

3.     OTHER HOLIDAYS: Total \_\_\_\_\_\_ Indian holidays to be declared by first week of the year. Israeli holidays may be cancelled/postponed without any notice. The employees may be called to work on these days. No extra compensation for these days will be given.

**10.**  **RETIREMENT AGE:**

An Employee will attain retirement at 60 yrs in accordance with local law. An employee may be given extension beyond the age of 60 yrs at the discretion of the Company.

11.  **TERMINATION OF EMPLOYMENT** :

1.     Notice: One Calendar month Notice by Employer or Employee or one month’s salary in lieu thereof to be paid to/by the Employee or added/deducted from the terminal benefits of the Employee.

2.     Terminal benefits: One month’s salary for each completed year of service by the employee with a minimum of one year’s service. Terminal benefits will be paid when the termination takes place on any ground including on grounds of ill health, redundancy or old age retirement. In case of voluntary resignation the terminal benefits will be granted, subject to the employee completing a qualifying period of 5 years service and provided that the total amount of gratuity shall not exceed the amount of 15 months pay, the employee shall be paid one month’s salary for each year of service.

Salary in this clause would mean last salary drawn at the time of termination.

3.     The Employee will contribute to a Provident Fund Scheme. According to this scheme after one year continuous Service Employer will deduct 12% of the Employees’ salary towards Provident Fund and an equal amount will be contributed by the Employer every year and paid to the Provident Fund Scheme. The accumulated amount will be paid to the Employee on resignation, termination or retirement.

The benefits in (11.2) and (11.3) will also be available to the dependents/ legal heirs in the event of his/her death during service.

**12.**  **CONFIDENTIALITY**

During the course of the work with \_\_\_\_\_\_\_\_\_\_\_\_\_, the employee may learn information that is private, sensitive and or confidential. This information may concern or relate to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its clients or even parties with which the Company has dealings. The Employee must keep secret and must not, without specific written permission from the company, disclose any such private, sensitive or confidential information, from whatever source and however he/she may learn it, to any person or body.

A breach of the confidentiality as specified above may serve as cause to termination of employment. The obligations imposed on the employee under this clause will stay in effect and continue even if he/she leaves the employment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_- for whatever reason.

**13.**  **OTHER EMPLOYMENT:**

During the employment with \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the employee will not accept any other form of employment, or engage in any other business activity without the prior written consent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ REISIDING AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HOLDER OF \_\_\_\_\_\_\_\_\_ HEREBY FULLY AGREE TO COMPLY WITH THE ABOVE RULES AND REGULATIONS AND ALL APPENDICES RELATED ALONGWITH DURING MY TENURE WITH\_\_\_\_\_\_\_\_\_\_\_\_\_.

NAME:

DATE:

SIGNATURE:

On behalf of \_\_\_\_\_\_\_\_\_\_being the Employer in the presence of (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_being the Employee in the presence of