**FCC Contract of Employment**

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

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CID Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Herein after referred to as "the employer")

and

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Permit Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Herein after referred to as "FCC")

**Residential Address of Employer:**

1. Apartment No:
2. Building No:
3. Exact Location:
4. Thromde/Gewog:

**Contact Number of Employer:**

1. **Commencement**

Employment will begin on and continue until\_\_\_\_\_\_\_\_\_

1. **Place of Work**

The place of work will be: .

1. **Duties of the FCC**
2. Provide care for the child/children during the hours of work
3. Assist in the preparation of the child/children’s meals
4. Assist in the washing and drying of the child/children’s clothes
5. Any other duties\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Note: All duties must be child care related*

1. **Remuneration**

|  |  |
| --- | --- |
| 4.1 | The FCC’s wage/salary of Nu…………shall be paid directly into…………. (Name of Bank) on the first week of the next month as per the LEA, 2007 and its Regulations.*Note: (FCC may have only one bank account in their name in the country)* |
| 4.2 | Any advances paid to the FCC shall be recorded, signed by both employer/s and the FCC and deducted from the next applicable wage/salary payment but not more than 50% of the wage/salary. The record shall be produced for inspection to the concerned stakeholders during the monitoring appointments.  |
| 4.3 | The FCC shall be entitled to allowances as mutually agreed and applicable for transport facilitation, or any other reason including insurance. |
| 4.4 | The FCC herewith identifies which of the following are the only beneficiaries to whom remittance can be sent (only in cases where the FCC is under 18 years of age):1. ………………………………….. (Mother’s Name)…………………. (Mother’s voter card No.)………………………………(Mother’s bank account number)2. ……………………………………. (Father’s Name)………………………. (Father’s voter card No.)………………………..(Father’s Bank account number)3. ……………………………………. (Legal Guardian’s name in case parents are deceased)………………………………. (Legal Guardians voter card No.)…………………… (Legal Guardian’s bank account no.) |
| 4.5 | In case of death, the FCC hereby nominates the following as their nominee for bank account details and to whom their compensation should be sent:………………………………………………………………….(name/voter card No.) |
| 4.6 | The employer cannot make any transactions except deposits in the FCCs account. |

1. **Hours of Work/Leave**

**5.1** Over 18 years old FCC: The hours agreed upon mutually shall not exceed 8 hours a day with a day off every week, and over time for any function or other reason to be compensated as per the LEA, 2007 and its Regulations.

**5.2** From 14 years to 17 years: The hours agreed upon mutually shall not exceed 8 hours with a day off every week. Overtime and night work from 10:00 PM -8:00 AM is not permitted as per the LEA, 2007 and its Regulations and any violation will be penalized as per the same.

**5.3** The FCC will be entitled to leave as per the LEA, 2007 and its Regulations:

 a. Casual Leave- 5 days

 b. Sick Leave- 5 days

 c. Annual Leave- 18 days

 d. Public Holidays- 9 days

The FCC shall not be entitled to maternity leave. (See below)

1. **Prohibition**

The FCC understands and agrees to not form any romantic relationships while working in the country and will not become pregnant or impregnate an individual for the duration of their work permit.

1. **Accommodation and Food**

**7.1** The employer must provide decent living conditions including but not restricted to:

1. Decent shelter (protection from the weather)
2. An individual bed
3. Full access to toilet facilities
4. Space for personal items and clothing

 7.2 The employer shall also provide adequate meals every day as per the FCCs dietary requirements, allergies and religious requirements.

1. **Monitoring**

**8.1** The employer understands, agrees to and gives consent to the stakeholders (see list attached) making monitoring and assessment appointments (both scheduled & unscheduled) to the employer’s home and permission to interview the other members of the household.

**8.2** The employer also understands, agrees to and gives consent to the stakeholders making visits in response to any complaint received by the stakeholders regarding the FCC.

1. **Termination/Separation of Employment**

Either party can terminate this agreement with one month notice or pay of one month in lieu of notice.

**Employer**

*(Affix legal stamp here)*

 **FCC or Parent/Legal Guardian if FCC is under 18 years**

*(Affix legal stamp here)*

 **Department of Labour (Focal Officer):**

*(Affix legal stamp here)*

**Date:**