

# EMPLOYMENT CONTRACT

1. This Employment Contract is entered into by and between these parties:

EMPLOYER NAME: \_\_\_\_\_ EMPLOYER No. \_\_\_\_\_

E-MAIL \_\_\_\_\_ OFFICE/CELL PHONE \_\_\_\_\_

OFFICE ADDRESS \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

LIIDS NUMBER: \_\_\_\_\_

E-MAIL \_\_\_\_\_ CELL PHONE \_\_\_\_\_

HOME COUNTRY ADDRESS \_\_\_\_\_

CNMI ADDRESS \_\_\_\_\_

2. The job for which the employer named above hires the employee named above and the employee named above agrees to perform is:

O-NET CLASSIFICATION \_\_\_\_\_

JOB DUTIES  
(Short summary) \_\_\_\_\_

WAGE RATE \_\_\_\_\_ per \_\_\_\_\_ and 1.5 times that rate for overtime unless exempt.

If the wage rate stated above is less than any increase in the applicable minimum wage that is implemented during the term of this contract, the new minimum wage shall apply to work performed under this contract on and after the effective date of the increase. Any additional compensation (bonuses, commissions, awards) shall be specified on an attached page to this contract that has been signed by the employer and employee. Overtime may be offered by the employer but man not be required.

3. TERM: The term of this contract is a period of \_\_\_\_\_, commencing upon the date of the approval of this contract.

4. LOCATION: The island location of principal place of work is \_\_\_\_\_.

5. WORK SCHEDULE: The work hours are not less than 40 hours per week from \_\_\_\_\_ to \_\_\_\_\_ and the work days are \_\_\_\_\_ through \_\_\_\_\_ or the work hours and days are flexible \_\_\_\_\_ (check here) and are set depending on the employer's schedule. Work hours may be reduced only with the approval of the Director of Labor.

6. DEDUCTIONS: The deductions from wages include CNMI taxes and social security if applicable, which are withheld from the employee's wages each pay period. Other deductions for employer-supplied housing, food, transportation, and other benefits may be withheld from the employee's wages each pay period, the total of which may not exceed thirty (30) percent of an employee's bi-weekly wages or the maximum permitted under the Fair Labor Standards Act, whichever is less. The amount and reason for each deduction shall be identified on an attached page to this contract that has been signed by the employer and employee.

7. MEDICAL EXPENSES: The employer shall be responsible and liable for payment of all necessary medical treatment and prescribed medications for the employee from time of physical entry into the Commonwealth, including the cost of referral

and evacuation for medical treatment outside the CNMI and, in the event of the employee's death, the cost of embalming and transportation of remains back to the employee's point of origin. The employee may be required to make co-payments under an insurance plan. The employer is responsible for off-island treatment not based on a referral only if specified in writing and signed by the employer and employee prior to travel.

- 8. RESOLUTION OF DISPUTES: Any dispute between the employer and the employee shall be addressed promptly. Employer and employee grievances or complaints and responses shall be in writing. In the event that the dispute is not resolved completely within 15 days by the parties, the dispute shall be reported to the Director of Labor by the party who remains dissatisfied.
- 9. TERMINATION FOR CAUSE: This contract may be terminated for cause upon ten (10) days advance written notice for \_\_\_\_\_ unauthorized absences or \_\_\_\_\_ instances of tardiness to work by the employee; neglect, careless performance, non-performance, or non-completion of assigned work by the employee; conviction in the CNMI of any felony or any two misdemeanors; abandoning of the job or assigned duties by the employee; misrepresentation of the qualifications, skills or physical or mental fitness to perform satisfactorily the duties for which the employee was hired; cruelty or abuse, physical or otherwise; unreasonable delays in the payment of the employee's wages; or any other material breach of this contract not corrected within ten (10) days. Employees who have been terminated for cause may be barred from entering the employer's premises, but the employer remains responsible for wages until the end of the ten-day notice period.
- 10. TERMINATION FOR ECONOMIC NECESSITY: This contract may be terminated for business necessity: (a) In the event of business closure by giving the employee and the Director of Labor at least thirty (30) days advance written notice and in compliance with the federal Worker Adjustment and Retraining Notification Act. (b) In the event of a reduction in force by giving the employee and the Director of Labor at least thirty (30) days advance written notice and upon approval by the Director of Labor.
- 11. OTHER PROVISIONS: Any other provisions of this contract or rules and regulations made a part of this contract must be set out on attached pages to this contract, each page of which is signed by the employer and employee.
- 12. REPATRIATION: In the event the employee wishes to leave or is required to leave the Commonwealth, the employer shall be responsible for providing a return airplane ticket for employee to the point of hire at the expiration or termination of this Employment Contract in accordance with Department of Labor regulations, regardless of the nature of the termination, unless the employee is no longer in 706K status in which case the employer is relieved of any obligation for repatriation.
- 13. The foregoing terms and conditions constitute the entire agreement of the parties and shall supersede any other agreement, written, verbal, or otherwise.

IN WITNESS WHEREOF the parties affix their names and the date of signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Labor