



EMPLOYER AND NONRESIDENT EMPLOYMENT CONTRACT

This employment contract is made and executed by and between _____ hereinafter referred to as “EMPLOYER” AND _____ hereinafter referred to as “EMPLOYEE”.

Witnesseth that:

The employer employs the employee and the employee accepts employment by the employer on the following terms and conditions:

Section 1. Classification

The employee will be employed as _____ under class _____ for the employer and no other person or company for wages during the terms of this employment contract.

Section 2. Wages

The employer shall pay the employee the sum of \$_____ (per hour, biweekly or monthly). However, the employer agrees to pay the employee a sum not less than \$1.35 per hour pursuant to section 4 of Pohnpei State Law 2L-195-91.

Section 3. Board and Lodging

- a. [] The employer shall provide free adequate living quarters, (housing), however, the employee is responsible for the costs of his/her own food and utilities (power and water).
- b. [] The employer agrees to provide adequate living quarters, housing and all costs of food at no expense to the employee.
- c. [] Employee will be responsible for the costs of housing and food.

Section 4. Hours of Work and Overtime

The employer agrees to employ the employee for a workweek of forty (40) hours. The employee shall receive overtime compensation for hours accrued in excess of forty (40) hours per week at a rate not less than one and a half times his/her regular hourly rate.

Section 5. Terms of Employment

The employee will be employed for a period of _____ year(s). The employer reserves the right to terminate the employee at any time within the said period, provided that a written notice is given to the employee fifteen (15) days prior to the intended date of termination.

Section 6. Off-Island Transportation

The employer shall be responsible for the costs of transportation (round trip economy class) from employee’s point of hire _____ to _____ and return to point of hire regardless of the reason(s) for termination.

Section 7. Travel Documents

The applicant shall be responsible for all costs incurred for processing of passport, visa, medical/ physical examinations and all other required documents. When such applicant becomes an employee, then the employer shall pay for the processing costs of the required documents.

Section 8. Transportation to and from Worksites

The employer shall provide transportation to the employee for all worksite locations that is located beyond reasonable walking distance.

Section 9. Hospitalization and Medical Expenses

The employer shall be responsible for all costs of medical/ hospitalization fees incurred by the employee for all job related injuries or injuries occurring while the employee is on duty. The employee will be responsible for the costs of medical/ hospitalization fees for injuries occurring when the employee is off-duty.

Section 10. Termination of Employment Due to Violations and Falsification

At all times during the terms of this employment contract, the employee agrees to maintain good personal habits, conforming to all State and local laws and the employer’s rules, regulations and policies. Violation of the above shall be considered basis for termination from employment. Any falsification of pre-employment or post-employment documents relative to the job offered will be treated as cause for immediate termination.

Section 11. Accident of Emergency

In the event of an accident or emergency, the employer must immediately notify the Division of Personnel, Labor and Manpower Development and should comply with the following.

- a. In the event of the employee’s death, the employer shall be responsible for the cost of embalming and transporting the employee’s remains to his/her point of hire.

- b. Employee’s next of kin should be notified in the event of an emergency:
 Name: _____ Relationship: _____
 Address: _____

Contact No.: Tel _____ Email address: _____

Section 12. Certification of Employment Contract

The employee and the employer certify hereto that they have read the foregoing contract; that they fully understand it's terms and conditions which constitute the entire contract and that no promises or understanding have been made to imply other than those stated in the foregoing. Nothing in this contract shall prohibit subsequent renegotiation or terms more favorable to the employee if approved in writing by the Division of Personnel, Labor and Manpower Development.

EMPLOYER

DATE

EMPLOYEE

DATE

NOTARY PUBLIC

Executed this _____ day of _____

in the city of _____