[1] **HR/CONTRACT**

[2]

[3]

Dear [4],

# POST OF [5]

We have pleasure in offering you employmentat **[6]** with effect from [7] on contract basis for a period of one year up to [8].

This contract may be renewed for a further period by mutual consent.

### REMUNERATION

You will be paid a Basic salary of Rs. [9]/= and a Travelling Allowance of Rs. [10]/= per month.

The remuneration and the benefits given to you are strictly confidential and you shall not discuss or disclose details pertaining to your remuneration with any person in the organization.

**INCOME TAX**

Shall be borne by you in terms of the Inland Revenue Act.

**EMPLOYEES’ PROVIDENT FUND AND TRUST FUND**

## You are by law required to contribute Eight percent (8%) of your salary to the Employees Provident Fund and the Company will contribute the equivalent of Twelve percent (12%) of your salary to the said fund each month on your behalf. The Company will also contribute the equivalent of Three percent (3%) of your salary to the Employees Trust Fund on your behalf.

* 1. **LEAVE**

You will be entitled to obtain 21 days leave per annum.

You shall apply for leave on the prescribed form at least three days before the leave is required and obtain the approval of the Company before it is availed of. In unforeseen circumstances however, the Company should be notified promptly of your inability to report to work and submit reasons for same

Contd/2…

-2-

### HOLIDAYS

### You will be entitled to statutory holidays in accordance with the law.

### WORKING HOURS

You are required to work a minimum of 45 hours per week on shift basis excluding rest, break / Interval.

However, due to the nature of the Company’s business you may be called upon by the Company to work outside the assigned working hours from time to time and on your holidays, and you shall comply with such directions of the Company.

These hours of work are subject to revision dependent on the exigencies of the Company’s business. You are required to be punctual and regular in your attendance, and will not, during your working hours without prior permission of your superior officer, depart from your place of work.

### TERMINATION

This contract shall terminate without notice on [8]. The Company shall be entitled to terminate your services on disciplinary grounds at any time without notice and without payment in lieu, for fraud, gross negligence, misconduct, and/or breach of any express or implied term of your employment.

You will have the right to terminate this contract by giving one month notice or by payment of one month’s remuneration in lieu of notice to the Company.

**SUSPENSION**

The Company shall be entitled to suspend you from your duties without pay on disciplinary grounds pending inquiry. Such inquiry will commence within two weeks of the date of suspension and shall be completed within a period of two months.

**NON-DISCLOSURE OF TECHNICAL DATA**

You are precluded from divulging any technical data which you may acquire in the course of performance of your duties to any third party. Should you resign from the Company or in the event of your services being terminated you shall not disclose any technical data relating to the activities of the Company to any competitor. The Company will take necessary action to safeguard its position in this regard in the event of violation of this condition.

Contd/3…

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**RESTRICTION OF EMPLOYMENT**

Due to the confidential nature of business secrets, you are not allowed to contract with rival companies on any employment during the course of your employment in our organization.

**COMPANY RULES**

You will be subject to the Company’s Rules, standing instructions and orders made from time to time and subject to modifications. It will be for you to familiarize yourself with such rules, etc.

**GENERAL TERMS AND CONDITIONS**

The other terms and conditions related to employment which are not specified by this agreement will be governed by Wages Board Ordinance for the Nursing Home Trade.

You shall diligently discharge the duties assigned to you from time to time and shall serve the Company faithfully and to the best of your skill and ability and observe all orders/directions of the Management as given from time to time.

It is strictly prohibited to use personal mobile phone while on duty unless you have prior approval of Executive Directors.

You will not disclose to any person any information as to the salary, practices, dealings and affairs of the Company or any of its customers or as to any other matters which may come within your knowledge by reason of your employment, except as necessary and proper in the ordinary course of carrying out your assigned duties. In the event you breach this confidentiality agreement, serious disciplinary action will be taken against you by the Company.

Your place of work may change from time to time. The Company at its sole discretion has the right to relocate, transfer or assign you to any subsidiary company within the ABC Group of Companies or other location, project, and place of work within Sri Lanka or outside Sri Lanka. This contract is offered to you on the premise that you shall not have any right to refuse to work in any assigned place of work as described above and in the event of your refusal to comply with this condition the Company reserves the right to terminate your services without any notice or payment in lieu thereof.

Your work may involve training in Sri Lanka and or outside Sri Lanka by the organization in which case you shall submit yourself to execute a Bond for the value of training as desired by the organization and or its agents.

Whether during or outside working hours, or whether at the work place or otherwise, you shall not conduct yourself in a manner which may or is likely to cause or is calculated to cause damage to the reputation and/ or business of the Company or any of its Associate or Subsidiary Companies.

Contd/4…

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You will not engage yourself in any other business activity or gainful employment for other person, Company or Corporation without first receiving written consent from the Company.

You will not solicit, obtain or receive any gain, benefit commission or reward from any person, customer, Company or Corporation having any dealings with the Parent Company, Associate or Subsidiary Company within the Group.

You shall not at any time without the Managements written authority remove from the place of business of the Company any property belonging to the Company or any papers, material or information relating to our business. Further, you shall not concern yourself with any papers, material or information, which do not come to you in the course of your duties.

You shall strictly maintain the discipline in accordance with the Company practices.

You will not engage in any subversive activity, whether political or otherwise.

You will take care of your working area maintain cleanliness, hygiene and safety.

Any change of address or change of civil status must be duly notified in writing to the Management within seven days thereof.

The Company reserves the right to change the terms and conditions of your employment from time to time, at its sole discretion, and such changes shall be binding upon you.

**ACCEPTANCE**

If you accept our offer of employment on the terms and conditions above referred to, please sign the duplicate of this letter and return the same.

Yours sincerely,

**ABC CENTRAL HOSPITAL LTD,**

………………………………..

Diniranga Premanayake

**Director**

*I hereby agree to the above terms and conditions of employment.*

…………………………………….. ………………………..

Signature of Employee Date