RECRUITMENT AND SELECTION REGULATION

Department of Employment
Ministry of Labour and Human Resources
Foreword

The Ministry of Labour and Human Resources is pleased to bring out the first Recruitment and Selection Regulation in accordance with the powers conferred under Section 234 and in compliance with section 11 of the Labour and Employment Act, 2007.

The following are the purpose and objectives of the Regulation:

(a) establish a uniform framework and system for transparent and effective recruitment and selection process for employment;
(b) ensure as far as possible, that the best qualified candidates with right aptitude for the right job are recruited through transparent, open, fair and merit-based recruitment and selection process and a system that is free from any discrimination, bias and/or prejudice; and
(c) attract, develop and retain the best qualified individuals in all areas of employment.

In the absence of such Regulation, employers have been conducting recruitment and selection in an unorganized manner. In putting this Regulation in place, it is our earnest hope and endeavour not only to bring uniformity in recruitment and selection system across all sectors but also make the labour market more organize, convenient and predictable to the Bhutanese job seekers. The minimum procedures and requirements prescribed herein must be complied with by all employers.

Hence, with the implementation of this Regulation by all sectors and employers in the country, the recruitment and selection system is expected to improve and ensure transparency and efficiency and become trustworthy to the jobseekers. At the same time, the system must help the employers to recruit, develop and retain the best of the best talents thereby enhancing the productivity and competitiveness of their enterprises.

The Ministry implores all parties to fully respect and comply with the Regulation.

(Dorji Wangdi)
Minister
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Preliminary

Whereas, every Bhutanese citizen has the right for gainful employment in his/her own country;

Whereas, every Bhutanese citizen under Article 7(1) of the Constitution has the right to life, liberty and security and shall not be deprived of such rights except in accordance with due process of law;

Whereas, every Bhutanese citizen under Section 11 of the Labour and Employment Act, 2007 has the right to equal employment opportunity;

Therefore, the Ministry in accordance with the powers conferred under Section 234 of the Labour and Employment Act, 2007 hereby promulgates the following Regulation concerning Recruitment and Selection of Bhutanese Nationals by all employers within the ambit of the Labour and Employment Act of the Kingdom of Bhutan, 2007.

Title, Commencement and Extent

1. This Regulation shall:

(a) be called the Recruitment and Selection Regulation, 2012;

(b) come into force on the Fourteenth Day of the Third Month of the Water Male Dragon Year, corresponding to the Fifth Day of the Fifth Month of the Year 2012; and

(c) extend to the whole of the Kingdom of Bhutan.

Application

2. This Regulation shall:

(a) apply to all matters relating to recruitment and selection of Bhutanese Nationals for employment that must be met by all workplaces within the coverage of the Labour and Employment Act, 2007 that come under the inspectorial jurisdiction of the Department of Labour, Ministry of Labour and Human Resources.
Purpose and objectives

3 The purposes of the regulation are to:

(a) establish a uniform framework and system for transparent and effective recruitment and selection process for employment;

(b) ensure as far as possible, that the best qualified candidates with right aptitude for the right job are recruited through transparent, open, fair and merit-based recruitment and selection process that is free of any discrimination, bias and/or prejudice; and

(c) attract and retain the best qualified individuals in all areas of employment.

3.1 Notwithstanding the Section 3(b), the following conditions do not tantamount to discrimination where:

(i) in a sole proprietorship, a member of the employer’s immediate family is considered for the particular job;

(ii) a distinction, exclusion or preference is made by the employer in respect of a particular job based on the inherent requirement of that job; or

(iii) special assistance or protection is provided to a person having special requirement relating to sex, age, disability or family responsibilities.

REVIEW OF NEED OF THE POSITION

4. Prior to commencement of the recruitment process, review of the need for the position shall be conducted taking into account following factors:

(a) the staffing pattern and the current and future manpower strength required for the enterprise;

(b) budget/funding;

(c) qualifications and other eligibility criteria;

(d) skill levels;
RECRUITMENT AND SELECTION REGULATION

(e) how the needs for the position might best be met; and

(f) type of employment that is to be offered, whether fulltime, part time, fixed term, contract or secondment.

AUTHORITY FOR RECRUITMENT, SELECTION AND APPOINTMENT OF NEW EMPLOYEE

5. The authority to recruit, select and appoint new employees shall be as follows:

<table>
<thead>
<tr>
<th>POSITION CATEGORY</th>
<th>AUTHORITY</th>
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</thead>
<tbody>
<tr>
<td>CEO/M.D/GM/ED</td>
<td>The Board/AGM</td>
</tr>
<tr>
<td>All others</td>
<td>Selection Committee/Competent Authority</td>
</tr>
</tbody>
</table>

6. A candidate shall:

(a) be a Bhutanese citizen;

(b) meet all eligibility criteria specified for the particular position as per the job description; and

(c) have attained 18 years of age on the date of appointment except in occupations prescribed in the Regulation on Acceptable Forms of Child Labour.

DISQUALIFICATION

7. A candidate shall not be eligible for employment if he/she has:

(a) been previously selected but has intentionally dishonored the selection/appointment for the particular post;

(b) been certified medically unfit for employment by a competent medical practitioner in Bhutan;
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(c) intentionally provided false information in the application for employment or used fraudulent practices in the recruitment examinations and other selection processes;

(d) furnished fake/ forged testimonials;

(e) failed to furnish testimonials; and

(f) failed to produce No Objection Certificate (NOC) from current employer, if employed and required by the new employer.

APPOINTMENT OF SELECTION COMMITTEE

8. A Selection Committee shall be formed comprising of a minimum of 3 members, from relevant sectors who may have one or more of the following attributes:

(a) has an understanding of the skills and attributes required for the position (this would usually be the Supervisor);

(b) is a person with expertise in the occupation and position to be filled; and

(c) at least one member preferably having adequate HR knowledge.

ROLE OF SELECTION COMMITTEE

9. The role of the Selection Committee shall be:

(a) to assess the selection criteria and to provide opportunity for the candidates to demonstrate evidence of their capacity on the selection criteria;

(b) to agree the timetable for the recruitment process;

(c) select the candidates who meet the selection criteria; and

(d) the staff of the Human Resource Division/Section shall plan the recruitment and selection process and provide expert advice to the Selection Committee on selection techniques, and preparation of interview questions.
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10. The staff of the Human Resources Division/Section shall plan the recruitment and selection process and provide expert advice to the Selection Committee on selection techniques and preparation of interview questions.

DUTIES OF THE SELECTION COMMITTEE

11. A member(s) of the Selection Committee shall:

(a) declare conflict of interest prior to the commencement of selection process and withdraw himself/herself from the selection process in which case the management shall appoint a suitable substitute(s);

(b) ensure that the applicant meets the selection criteria;

(c) interview all shortlisted applicants;

(d) maintain consistency and exercise fair treatment of all candidates;

(e) ensure that each interviewer has an interview form for each applicant, that includes the interviewer’s name, date, name of the applicant and the position being filled; and

(f) recommend to the management a list of candidates in order of merit for appointment to the vacant position.

QUORUM OF SELECTION COMMITTEE MEETING

12. The following shall constitute the quorum of Selection Committee Meeting:

(a) a Selection Committee meeting shall be conducted if only two third of its members are present;

(b) any decision taken by the Selection Committee shall be based on simple majority; and

(c) in case of a tie, the Selection Committee may conduct further assessment.
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ADVERTISING

13. The Human Resource Department/Division/Section/Unit shall advertise the vacancies and assist the HR Manager to prepare an appropriate advertisement.

14. All positions shall be advertised externally through media such as TV, radio and print media and may also be posted on the website of the enterprise or through internet for transparency. Advertisement transmission via electronic media shall be encouraged in order to speed up processing and circulation to Selection Committee members, unless it is unlikely that applicants would have access to electronic communication. Duration of at least two weeks shall be provided for filing applications.

15. Positions may also be advertised internally on the concerned agency’s website so as to provide employees with the opportunity for career advancement or movement.

16. The advertisement shall clearly define the eligibility criteria, including:

   (i) profile of the position, including position title and position level;
   (ii) qualification requirements;
   (iii) required minimum experience;
   (iv) required documents;
   (v) application deadline; and
   (vi) contact number and address.

APPLICATIONS

17. Applications shall be submitted in the format provided in Schedule I to the HR Department/Division/Section/Unit in the first instance and not directly to the Management. Applications shall be maintained in strict confidence in order to protect the privacy of personal information.

18. A candidate applying for the vacant post shall submit the following documents and information:

   (i) Employment Application Form;
   (ii) Resume;
   (iii) Copies of academic transcript;
(iv) Copies of relevant training transcripts, if required;
(v) Copy of citizenship identity cards/special residence permit;
(vi) Security Clearance number;
(vii) Medical Fitness Certificate;
(viii) No Objection Certificate from the current employer, if employed and if required by the new employer;
(ix) Merit certificates if any; and
(x) Job Seeker Registration Card for fresh jobseeker

SHORT-LISTING

19. HRO shall be involved in the short-listing process based upon the guideline issued by the Management. The HRO shall ensure that:

a. the shortlisted candidates meet the selection criteria.
b. no new criteria is introduced to assess the candidates at this stage.
c. the process remains free of unlawful discrimination.

20. Short-listed candidates must be given sufficient notice of the Selection (written test and interview) date(s).

INTERVIEWING

21. The HR Manager shall schedule the date and time for interviews directly with the shortlisted candidates and notify the shortlisted candidates of any selection tests that will be used. HRO shall confirm via letter, electronic means or telephone to the short-listed candidates the following details:

(a) date, time and place of the written test and interview;
(b) instructions on how to find their way to the selection venue;
(c) a request that they contact the HR Department/Division/Section/Unit if they have any special requirements in relation to the selection (related to access to the venue or any other special need related to a disability);
(d) if appropriate, details of any test or presentation they will be required to take/make or anything they should bring with them (e.g. examples of work or proof of qualifications that are essential to the post);
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(e) To bring/present all relevant original documents during the interview.

INTERVIEW QUESTIONS AND RECORDS

22. The written test/interview question must be appropriate for the position and relate to education, experience, skills, knowledge and abilities for the position. At the interview, each candidate shall be treated consistently. To achieve this, the panel shall:

(a) ask the same initial questions (introduction) to each candidate;

(b) supplement their understanding of the candidate’s responses by following up questions as appropriate;

(c) be consistent in allowing access to presentation material, notes and so on;

(d) not ask any discriminatory questions, or indulge in any unethical conduct;

(e) not ask any question or extract any information that may unduly influence the decision in selection of the candidate;

(f) ensure that in the case of candidates with disabilities, the necessity for any ‘reasonable adjustments’ that would be required by the position are explored in a positive manner. Assessment of candidates with disabilities should be based on their expected performance in the job, given that any reasonable adjustment required was provided;

(g) keep in mind that information obtained throughout the selection process is treated as confidential and is known only to parties involved in the selection process;

(h) develop a form that includes the evaluation criteria questions, interviewer name, date, name of applicant, the position being filled and space for additional comments. Each interviewer shall have an interview form for each applicant;

(i) keep records of interviews and the reasons for decisions - returning this information to the Department/Division/Section/Unit for filing; and
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(j) ensure that all documents pertaining to recruitment and selection are stored securely and confidentially by the HR Manager.

SELECTION PROCEDURE

23. Depending on the requirement of the position, other than the mandatory Panel interview the competitive selection process may include the following methods:

(a) performance in academic/relevant training; and/or

(b) written/practical examination.

POST SELECTION DUTY

24. The Human Resource Division/Section shall:

(a) compile the result of the selection interview and submit the final tabulated results in clear ranking order to the Selection Committee for endorsement;

(b) submit the duly endorsed results of the Selection Committee to the employer. The Employer shall respect and abide by the decision of the Selection committee;

(c) submit a copy of the final selection result to the Department of Employment, MoLHR; and

(d) send each candidate a letter/ notification of the selection results. A cordial ‘Letter of Thanking for Participation’ shall be sent to non selected candidates while ‘Letter of Offer’ shall be sent to selected candidates. All original documents of the non selected candidates shall be returned to them after ten days but latest by the fifteenth day of the declaration of the result.

25. The employer shall provide opportunity to an aggrieved candidate to appeal for review of the selection result within 10 working days of declaration of the result. The petition must be made in writing with sufficient justification(s). In the event of non acceptance of the petition, the aggrieved candidate may appeal to the Chief Labour Administrator, MoLHR.
REFERENCE CHECKS

26. A thorough reference check is a critical part of the selection process. Reference may be taken before the declaration of the selection result. The Selection Committee may carry out the referee checks and must ensure that information received from the candidates is not false and misleading and that the most suitable candidate is hired. Previous employer shall be protected from liability for their comments if the information they provided is not knowingly false or misleading and is not biased by prohibited discrimination, including prohibited retaliation. Employer may use outside parties/entities to conduct reference checks on their behalf but within the limits permissible by law.

LETTER OF OFFER

27. A ‘Letter of Offer’ along with the enclosure of a ready ‘Letter of Acceptance’ shall be issued by the Human Resources Division/Section to the successful candidate(s) who shall reply to the Letter of Offer by filling in and returning the Letter of Acceptance within two weeks. The Letter of Offer shall include as detailed information on employment terms and conditions as possible such as on start date, position title, salary scale, all allowances and perks, terms of probation, etc. If a candidate declines the offer or is not available or is otherwise found disqualified under Section 7, the offer shall be made to the next candidate in order of merit provided they meet the minimum selection criteria.

CONTRACT OF EMPLOYMENT

28. If a candidate accepts the offer, a Contract of Employment shall be executed between the employer and the new recruit. The agency shall ensure that the new recruit understands and fully consents to the terms and conditions of the agreement. The employment is confirmed once the Contract of Employment is endorsed by both the employer and the new recruit subject, however to the conditions that the agreement is free from any threat, coercion or undue influence.
LETTER OF APPOINTMENT

29. Upon completion of the execution of Contract of Employment, a ‘Letter of Appointment’ shall be issued by the Human Resource Division/Section confirming appointment of the candidate to a particular job. The letter shall among others clearly state position title, duration of probation and all entitlements.

30. A copy of appointment order must be submitted to the Department of Employment by the employer along with the Job Seeker Registration Card for record.

31. The Human Resource Division/Selection shall maintain a personal file of the recruit.

TIMEFRAME FOR RECRUITMENT, SELECTION AND APPOINTMENT

32. The following shall be the timeframe for each stage of the recruitment process:

<table>
<thead>
<tr>
<th>Sequence</th>
<th>Activity</th>
<th>Duration</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>1</td>
<td>Advertisement of vacancy</td>
<td>2 weeks</td>
</tr>
<tr>
<td>2</td>
<td>Short-listing</td>
<td>1 week</td>
</tr>
<tr>
<td>3</td>
<td>Interview notice</td>
<td>1 week</td>
</tr>
<tr>
<td>4</td>
<td>Selection process/interview</td>
<td>1 week</td>
</tr>
<tr>
<td>5</td>
<td>Submission of selection results to employer</td>
<td>2 days</td>
</tr>
<tr>
<td>6</td>
<td>Send off ‘Letter of Thanks’ to non-selected candidates</td>
<td>2 days</td>
</tr>
<tr>
<td>7</td>
<td>Reference checks</td>
<td>3 days</td>
</tr>
<tr>
<td>8</td>
<td>Submission of grievance by non-selected candidates</td>
<td>1 week</td>
</tr>
<tr>
<td>9</td>
<td>Redressal of grievance</td>
<td>2 days</td>
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<tr>
<td>10</td>
<td>Send off ‘Letter of Offer’</td>
<td>2 days</td>
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<tr>
<td>11</td>
<td>Receive in ‘Letter of Acceptance’</td>
<td>1 week</td>
</tr>
<tr>
<td>12</td>
<td>Sign Contract of Employment</td>
<td>3 days</td>
</tr>
<tr>
<td>13</td>
<td>Appointment Letter</td>
<td>3 days</td>
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<tr>
<td></td>
<td>Total approximate duration from advertisement of vacancy to issuance of appointment letter</td>
<td>9 weeks (63 days)</td>
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</table>
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RECORD OF RECRUITMENT PROCESS

33. All materials pertaining to the recruitment process shall be maintained with the Human Resource Division/Section for a period of four years to enable the Human Resource Division/Section to respond to any legal action or inquiry in connection with the hiring process.

RECRUITMENT OF PERSONS WITH DISABILITIES

Qualified individuals with physically challenged person(s) requiring special needs

34. An applicant is qualified for a position if he or she meets the skills, experience, education, and other requirements of the vacant position that he or she holds or seeks. The person must also be able to perform the essential functions of the position either with or without reasonable accommodation. Job requirements that screen out or tend to screen out people with disabilities are legitimate only if they are job related and consistent with the business.

DUTY OF SELECTION COMMITTEE

35. The Selection Committee shall ensure:

(i) to interview all applicants with disabilities who meet the essential criteria in the personal specification for a job vacancy and consider them on their ability. Job applicants may however be asked to declare a disability in their application;

(ii) that Persons with disabilities are given the right conditions to do tests or any other selection processes;

(iii) to concentrate on abilities to do the job during interview and only ask about disability if it has a bearing on the person’s ability to works; and

(iv) to consider modifications of job qualification requirements of a person who could not achieve it due to disability but otherwise would perform the job well.
GRIEVANCE PROCEDURE

36. Any grievance concerning a person under this Regulation shall be acted upon by the concerned agency who shall apply their internal grievance procedure. Unresolved matter shall be forwarded to the Chief Labour Administrator, MoLHR who shall deal the case as per the provisions of this Regulation, except criminal proceedings, which shall be under the jurisdiction of the courts.

37. A person or an agency who contravenes any of the provisions of the Regulation shall be liable to a penalty of not less than 90 days and not more than 360 days of the daily National Minimum Wage Rate per contravention.
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DEFINITION

“ministry” means the Ministry of Labour and Human Resources.

“human resource division” means the recruiting agency.

“chief labour administrator” means for the purpose of this Act, the head of the secretariat of the Ministry of Labour and Human Resources or an officer of the Royal Civil Service recruited, selected and appointed under the Bhutan Civil Service Rules to exercise the functions and powers in section 22 to 24 of the Labour and employment Act of Bhutan 2007.

“employer” means a person who employs one or more other persons under a contract of employment.

“employee” means a person employed under a contract of employment.

“work place” means any place, whether a building or structure, open space, home, office or factory, where an employee works.

“discrimination” means if a person is treated less favorably, either directly or indirectly, on the basis of race, colour, sex, marital status, look pregnancy, religion, political opinion, social origin, involvement in a workers’ association or as an occupational health and safety representative.

“immediate family” means the legal spouse, child or parent of the employer.

“sole proprietorship” means a business structure in which an individual and his/her enterprise is considered a single entity for tax and liability purposes and which is not incorporated as a company under the company’s Act of the Kingdom of Bhutan.

“contract of employment” means an agreement in writing, expressed or implied to employ or to serve as an employee for payment and includes a contract of training.
Annexure 1: Employment application form

1. Full Name: Sex: M [ ] F [ ]

2. Village/Municipality: Gewog:
   Dzongkhag:

3. Date of Birth: Day [ ] Month [ ] Year [ ]
   Nationality: Citizenship ID No.:

4. Post Applied For:

5. Mailing Address:

6. Contact Tel. No.:

7. I have:
   a) Not been convicted of a criminal offence;
   b) Not been terminated or compulsorily retired from the any agency except in case of insolvency;
   c) Voluntarily resigned from any agency;
   d) Not been adjudged medically unfit for employment by a registered medical practitioner;
   e) Not intentionally provided false information in the application for employment or used fraudulent practices in the recruitment examination;
   f) Not furnished fake/forged testimonials/documents;

Affix passport size photograph
h) Not failed to furnish testimonials as required;

i) Not been otherwise disqualified for appointment; and

8. Academic Qualification: (please start with the Institute last attended)

<table>
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<tr>
<th>Name of Institute</th>
<th>Country</th>
<th>Subjects</th>
<th>Year of Completion</th>
<th>Div.</th>
<th>Degree</th>
<th>Dip.</th>
<th>Certificate</th>
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</table>

9. Training:

<table>
<thead>
<tr>
<th>Name of Institute</th>
<th>Country</th>
<th>Field of Study</th>
<th>Duration</th>
<th>Yr. of Passing</th>
<th>Div.</th>
<th>Degree</th>
<th>Dip.</th>
<th>Certificate</th>
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10. Employment History (if applicable):

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<tr>
<th>Organization</th>
<th>Position Held</th>
<th>Post</th>
<th>Period From</th>
<th>To</th>
<th>Appt. Status</th>
<th>Place Served</th>
<th>Reason for Change</th>
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</table>

Past Employment

Present Employment
11. Extra Curricular Activities: (please tick appropriate ones and attach attested copies of relevant certificates)

(a) Literary (  )  (b) Sports (  )
(c) Leadership (  )  (d) Membership in Community/Association (  )
(e) Awards received (  )  (f) Others (  ).

12. Declaration: I hereby declare that the information given herein is true and complete to the best of my knowledge. In the event of detection of false or misleading information, I understand that the employer shall withdraw/terminate my service or take any legal action. I also undertake to abide by all Rules and Regulations of the agency.

Date:

Signature of Applicant
(Affix Legal Stamp)
Annexure 2: Model contract of employment

This agreement is made in accordance with Section 61 of Chapter V of the Labour and Employment Act 2007.

This agreement is made between …………………………………….. (Employer) and …………………………………(ID No…………………………..) (Employee)(the parties to the agreement) on ………day……….month………year.

The employer and employee agree to the following terms and conditions.

Position

The employee shall be appointed to the position of ……………………………and agrees to undertake the tasks and responsibilities as indicated in the job description for this position, as presented in Attachment A.

The employer shall be able to transfer the employee to any location related to the fulfillment of these tasks and responsibilities, provided the employee is given a minimum of ………. months notice of such transfer.

Duration

This agreement shall be for a period of …………….months/years commencing on …………………………………………………

Probation

The employee shall complete a period of probation of ………. months after which period the employee shall have permanent status.

Pay and Benefits

The employee shall be paid ………..Nu per month, paid monthly in arrears on the last day of every calendar month as from the date of this agreement. The pay of the employee shall be reviewed at the end of the employee’s probation period, with any new amount being agreed in writing between the parties.
The employer shall deduct from the employees monthly pay government taxes and other payments required by law, or as agreed between the parties. The total deductions, however, shall not exceed 50% of the employee’s monthly pay.

The employer shall pay travel expenses to the employee for travel costs incurred in the performance of the employee’s tasks and responsibilities, such payment to be by way of advance and settled at the end of the travel/tour in accordance with the employer’s procedures.

The employer shall pay the employee a daily allowance of Nu…………….. when the employee is required to travel in the performance of the employee’s tasks and responsibilities.

The employer shall pay to the employee the sum of Nu…………….. towards the travel costs of the employee at the commencement of the employment as indicated in paragraph 3.

The employer shall pay to the employee the sum of Nu…………….. plus travel allowances for the employee and his family in the event of the employer transferring the employee to another location during the course of the employment.

The employer shall pay to the employee the sum of Nu…………….. towards the employees travel expense at the time of repatriation.

Pay and allowances and other monetary entitlements under this agreement shall be payable only in Ngultrums.

**Hours of Work**

The employee shall be required to work a maximum of 8 hours per day, 6 days per week and in accordance with other provisions concerning hours of work as set out in the Labour and Employment Act 2007.

The employee shall be entitled to overtime payments in accordance with the Labour and Employment Act 2007 or the Internal Service Rules of the enterprise if such rules provide for higher rates than those set out in the law.
Leave and rest periods

The employer shall provide the employee rest and meal breaks in accordance with the provisions of the Labour and Employment Act, 2007. Such breaks, however, do not count as part of standard working hours.

The employee shall be entitled to ........ days of paid annual leave, ....days of paid sick leave, ....... days paid casual leave, ....... months paid maternity leave, and ........ days paid paternity leave, to be taken in accordance with the procedures and arrangements provided in the Labour and Employment Act 2007 and its regulations.

Safety and health

The employer shall provide a working environment that is safe and not harmful to the health of the employee and assumes prime responsibility for all safety and health matters in the place of work. The employee agrees to cooperate with the employer to ensure the working environment is as safe and healthy as is reasonably possible.

The employer agrees to provide the employee with all necessary protective clothing and equipment associated with the employee’s duties and responsibilities, without cost to the employee.

The employer agrees to compensate the employee for any injury or disease attributable to the performance of his or her duties and responsibilities under this agreement, or in the event of death of the employee due to work or work related circumstances, to compensate the employee’s dependants and beneficiaries. Such compensation shall be payable according to the provisions of the Labour and Employment Act 2007 and its regulations.

Provident fund, pensions and gratuities

On termination the employer shall pay to the employee all payments and entitlements due for provident fund, group insurance, pension rights and gratuity payments, if any, as provided in the Labour and Employment Act, 2007 and its regulations.


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Contract Renewal

The employer shall notify the employee at least .......... months before the expiration of this agreement whether the services of the employee will be required. In the event of the intended re-engagement of the employee, the terms and conditions of employment, including the duration of the contract, shall be as agreed between the parties.

Termination of contract

The parties agree that this contract can be terminated by mutual agreement by either party giving a minimum of .......... months notice, with the parties respective rights and obligations on termination, including those applying to situations of dismissal due to gross misconduct, as provided in the Labour and Employment Act. 2007.

Loyalty and Confidentiality

The employee agrees to the best of his or her abilities to protect and promote the property, information and business interests of the employer and not to disclose information to others that could be harmful to those interests.

The employer agrees to respect the rights of the employee as set out in the Constitution and laws of Bhutan, in this agreement and the Internal Service Rules of the enterprise, and to treat the employee fairly and with respect and dignity.

Documentation provided by the employee

The employee declares that all information, documentary evidence, including educational qualifications and medical reports, references, employment history and other documents relied upon by the employer in entering into this agreement are to the best of the knowledge of the employee correct, complete and verified, as appropriate. The employee further agrees that non-disclosure or withholding of material information that would otherwise have resulted in the employer not entering to this agreement shall result in this agreement being null and void and may, at the discretion of the employer, lead to prosecution under the Penal Code of Bhutan.
Copy of contract

The employer agrees to provide the employee with a signed and dated copy of this agreement, with the original signatures of both parties, at the time the agreement is entered into.

(Affix legal stamp)  (Affix legal stamp)
Signed by the employer  Signed by the employee
at…………………………...          at…………………………...
on………………………………... on………………………………...
Attachment A: Job description

The person in this position will be responsible to ……………………………
…………….and undertake the following tasks and responsibilities.

Tasks and Responsibilities
•
•
•
•
•

Job Requirements

The person in this position is required to have the following capacities.
•
•
•
•

The employee agrees to perform the above tasks and responsibilities to the best of
his or her abilities.

Signature of Employee Date………………………..