

S A M P L E
CONTRACT OF EMPLOYMENT

BETWEEN

Name of Employer: _____

Address (place of business): _____

Address of record (Mailing Address): _____

AND

Name of Employee: _____

Address (origin) _____

THIS CONTRACT OF EMPLOYMENT made and entered into by and between

_____ hereinafter referred to as the "Employer"

and _____ hereinafter referred to as the "Employee"

- 1) EMPLOYER is licensed under the laws of Guam and is engaged in the business activity of _____ and the employment is for services/labor to be performed in Guam.
- 2) EMPLOYEE will be admitted into the United States as a Non-Immigrant temporary alien worker after the EMPLOYER has applied for and been issued authorization from the U.S. Citizenship and Immigration Service and after the EMPLOYEE has been successfully issued a visa from the U.S. State Department. EMPLOYEE'S stay in the United States is of a fixed duration and the exit of the EMPLOYEE from Guam is required and agreed to upon completion of contract or expiration of authorized employment, whichever occurs first.
- 3) The EMPLOYEE represents himself to be fully experienced, trained and qualified to perform duties as a _____, and this representation of professional skills is material in the decision to accept the EMPLOYEE. Subsequent performance which demonstrates an actual skill below that which was represented by the EMPLOYEE in his/her employment application shall be the basis of the termination for cause and the EMPLOYEE will be repatriated to the place of hire.

- 4) Any grievance, whether coming from either EMPLOYEE or EMPLOYER should be the subject of joint consultation between them. Mutual and voluntary solutions to EMPLOYER/EMPLOYEE disputes are encouraged. Should the parties desire arbitration, an Arbitration Committee shall be composed of EMPLOYEE'S representative, a representative of the Guam Department of Labor, and another person or official to be chosen by the EMPLOYER and EMPLOYEE. The cost for arbitration shall be borne by the EMPLOYER and EMPLOYEE. The arbitrator's finding shall be final.
- 5) The period of service shall be for the duration of the construction project or for one (1) year, whichever occurs first. This contract may be continued in cases where an extension of stay has been sought by the EMPLOYER and after such extension has been approved by the USCIS. Should an extension be properly filed, this contract will remain in effect while the EMPLOYER awaits formal approval from USCIS.
- 6) The EMPLOYEE agrees to work exclusively for the EMPLOYER in accordance with the terms of this Contract, until the expiration of the period of service. Employment by any source other than the EMPLOYER, or after-hours employment, is a violation of visa provisions and violates EMPLOYEE'S visa status. Such employment is grounds for immediate dismissal and repatriation to point of hire.
- 7) It is understood that all salary/wages received in Guam are subject to taxation as required by the Department Revenue & Taxation and the Internal Revenue Service. EMPLOYEE authorizes the EMPLOYER to deduct from EMPLOYEE'S gross earnings in each wage period the sum of tax due the Government in accordance with the local and federal regulations.
- 8) The EMPLOYER shall provide, at no expense to the EMPLOYEE, round-trip economy class transportation from the point of Hire, _____ to Guam and return to the Point of Hire upon termination of employment.
- 9) In accepting this engagement, the EMPLOYER agrees to provide the EMPLOYEE a minimum of a forty (40) hour work week, based on assurances in the labor certification. If the employer is unable to provide a 40 hour work week due to severe weather, natural disasters, government mandate work stoppage or temporary changes in project scope of work, the employer will waive the deduction for board and lodging for the month affected.
- 10) The EMPLOYEE agrees to work such hours and shifts as may be required by the EMPLOYER. Any work performed in excess of forty (40) hours per work week shall be paid at a rate of one and one-half times (1-1/2) the regular rate at which he is employed.
- 11) The EMPLOYER will furnish food and lodging to the EMPLOYEE at a charge no more than U.S. _____ WEEKLY. This established current rate paid by the EMPLOYEE (\$80.00 per week – standard deductible rate) shall be deducted from the EMPLOYEE'S weekly earnings by the EMPLOYER. The EMPLOYEE hereby authorizes this deduction by virtue of this contract.

- 12)The EMPLOYER agrees to provide at no expense to the EMPLOYEE, transportation on Guam between the EMPLOYEE'S approved housing location site to the work site.
- 13)The EMPLOYER is required to obtain Worker's Compensation Insurance pursuant to Guam law. Any work related injuries or death which may occur should be handled pursuant to the Worker's Compensation Act of Guam and other applicable statutes.
- 14)At all times during the period of employment, the EMPLOYEE agrees to maintain good personal habits, conformance to local laws and company policy. The EMPLOYEE represents that, as of the date of execution of this Contract, he/she was free of any disease, physical or mental condition or legal impediment, which, if known by the EMPLOYER, would have been the reasonable basis for the refusal of employment. Any falsification of pre-employment or post-employment documents relative to the job offer or misrepresentation of facts shall be grounds for immediate dismissal and repatriation to EMPLOYEES point of hire.
- 15)In the event of an accident or emergency, the EMPLOYER is authorized to notify the consul of the nation of citizenship of the EMPLOYEE and shall be authorized without further consent of the EMPLOYEE or liability being incurred thereby, the following:

NAME: _____

RELATIONSHIP: _____

ADDRESS: _____

- (a) In the event of the EMPLOYEE'S death during the period of this Contract, the EMPLOYER will, if the EMPLOYEE'S next of kin so desires, defray the expenses of embalming and transporting his remains to his point of hire. In the absence of a will or testament, the EMPLOYER recognizes the consular officer of the country of the deceased and pending the appointment of an administrator, be deemed qualified to take charge of the property of the deceased for the preservation and protecting of such property as Conservator of Estate of the deceased.
- (b) The EMPLOYEE agrees that in the event of his complete mental or physical incapacitation and with the approval of the appropriate Consul of his nationality, the EMPLOYER may authorize appropriate medical treatment as may be recommended by qualified medial authority.
- 16)By virtue of this agreement, the EMPLOYEE is engaged to perform services in Guam for the duration of the project, and/or for a period of one (1) year or until the EMPLOYEE'S visa expires or terminates, whichever occurs first in the position of _____ and the EMPLOYER and EMPLOYEE herewith agree to a basic wage of U.S. _____, per hour of work, based on a forty (40) hour work week.

17)The pay periods shall be at _____day intervals but, in no event shall the EMPLOYEE receive wage payments later than seven (7) days after the end of pay period.

18)It shall be the duty of the EMPLOYER to pay the EMPLOYEE the net sum of wages earned, after taxes (if any) and authorized deductions, for the pay period. The wages paid to the EMPLOYEE shall not be less than the prevailing wage rate for the job category as listed in the Temporary Labor Certification which covers the EMPLOYEE.

19)In executing this contract, both the EMPLOYER and EMPLOYEE stipulate and agree that no brokerage fee is due or has been paid to any third party as an assessment on wages in exchange for the opportunity of employment and that payment or demand for payment is a violation of the Guam law.

20)CLAIM AND/OR GRIEVANCE. The EMPLOYEE agrees upon the termination of this contract and before his/her departure from the place of employment that he/she will, if requested, submit to the physical examination by EMPLOYER'S physicians. Claim or grievance arising out this Contract, or the employment under this Contract shall be made at the site of work or at the point of hire at EMPLOYEE'S option. Except claims for WORKER'S COMPENSATION as provided hereof, any such claim or grievance submitted by the EMPLOYEE, shall be by written notice to the EMPLOYER. Such written notice shall set forth in detail the nature of the claim or grievance and given prior to the departure of the EMPLOYEE from Guam.

Both parties certify hereto that they have read the foregoing agreement; that they fully understands its terms and conditions; that the foregoing terms and conditions constitute the entire agreement between the EMPLOYER and EMPLOYEE and that no promises or understandings have been made or implied other than those stated in the foregoing.

EXECUTED this _____ DAY OF _____ 20__

SIGNATURE OF EMPLOYEE / DATE

PRINT NAME

SIGNATURE OF EMPLOYER / DATE

PRINT NAME / TITLE