

OXFAM GREAT BRITAIN

No. C xxx/200x

SOCIALIST REPUBLIC OF VIETNAM

Independent – Freedom – Happiness

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The Labor Contract

We are from one side:

Employer: Steve Price-Thomas

Nationality: British

Position: Country Programme Manager

On behalf of: Oxfam Great Britain (Oxfam GB)

Address: La Thanh Hotel, 218 Doi Can, Hanoi.

Tel No.: 84-4-8325491

And from other side:

Employee:

Nationality: Vietnamese

Date of birth:

Place of birth: ...

Occupation:

Address:

ID number:

date of issue:

place of issue:....

Agreed to sign this labour contract and engage to satisfy the following provisions:

Article 1: Time and Job of Labor contract.	
Contract Type	Open Ended
Probationary Period	In line with normal Oxfam GB policy, the first working days of your employment will be regarded as probationary, during which time you will receive advice and guidance in order to assist you in becoming competent in performing the duties for which you have been engaged. During your probationary period with Oxfam GB you will undergo an induction programme under the guidance of your Line Manager, Mr/Ms xxxxx. Should you at any time during this probationary period decide to terminate this employment or fail to reach explicit performance targets, 7 days notice is required to be given. This must be confirmed in writing by either party within 5 working days if given verbally. In the case that the probational period is ended or at any time of the probational period, if you fail to

	meet the requirement of the work, Oxfam GB reserves the right to terminate the contract without prior notice.
Region	International Division, East Asia, Vietnam.
Designation of post	National
Location of work	Your operating base will be xxx, although, during the course of your employment, you may be required to move base on a temporary or permanent basis to any workplace controlled by Oxfam GB or be recalled back to your normal place of residence.
Position	
Manager	<p>In this position you will report to Mr/Ms: xxx</p> <p>If, in Oxfam GB's reasonable opinion, there is a significant change in Oxfam GB's Programme of work, or in the wider situational context in your country and /or region of deployment, you may be required to transfer some responsibilities and report on specific functions via a redefined management line for a temporary period. Similarly, staff reporting to you may be required to transfer their reporting lines for a temporary period.</p>
Duties and Responsibilities	These are described in your Role Profile/Job Description and objectives (agreed with your Line Manager after the start of employment). Your role profile may be subject to reasonable amendment from time to time. In addition you will be expected to perform any task reasonably assigned to you by your Line Manager.
Article 2: Working conditions	
Working time	<p>Your total normal hours of work will be 37.5 per week excluding recognised meal breaks. Your exact working hours will be as per the requirements of the job and as agreed with your Line Manager.</p> <p>Your normal working days will be 5 days per week.</p> <p>You may be required to work overtime outside your normal working hours.</p>
Equipments/Tools to be provided	You shall be provided equipments/tools depending on your concrete jobs.
Terms and Conditions of Employment	<p>Your terms and conditions of employment are set out in this Terms and Conditions, the prevailing Staff Handbook for Vietnam.. These documents together constitute your contract of employment with Oxfam GB. This, and all aspects of your employment will be subject to the law in Vietnam only.</p> <p>Should your operating base change during the course of your employment, and then your terms and conditions of employment will be subject to the law pertaining to the new operating location.</p> <p>Where the terms and conditions of this document differ from those in the Staff Charters/Handbook, it is the terms and conditions of this Labor contract which will be applied to determine your terms and</p>

	<p>conditions of employment.</p> <p>You are also required to comply with any organisational policies, procedures and rules, including the attached Code of Conduct, which may be amended from time to time. Up to date versions of these can be located on Oxfam GB's intranet site or via your Human Resources Team.</p>
Amendments	<p>Changes to your terms and conditions of employment can be made by agreement between Oxfam GB and the recognised staff body through the collective bargaining process. These changes will be incorporated into your contract, unless the parties to the negotiations agree otherwise, and you will be notified in writing of any such amendments.</p>
Article 3: Obligations and rights of the Employee	
1. Rights	
Transport and Travel for work	<p>Adequate transportation will be provided to allow you to undertake your official duties.</p> <p>This does not include travel to and from your normal place of work. You have to arrange means of commutation for travel to and from normal place of work.</p> <p>If Oxfam GB vehicles are used for private purposes you will be responsible for providing the fuel and other necessary expenses. You are required to abide by driving safety regulations including the use of safety belts where fitted.</p> <p>Actual expenses of journeys undertaken on behalf of Oxfam GB will be reimbursed by Oxfam GB.</p> <p>If you travel on official duty, you will be reimbursed for reasonable out-of-pocket expenses. You should always travel by the safest and most cost effective means. You should complete your claims in accordance with Oxfam GB current accounting procedures, have them properly authorised and submit them promptly to the authorised person. You should attach all available receipts to the claim. Check Oxfam GB's expenses policy for additional information.</p>
Job Family, Level and Salary	<p>In order to ensure correct payment of salary, it is important that you discuss your tax status with your HR support person <i>before</i> you sign this agreement and commence your employment with Oxfam GB.</p> <p>Your role belongs in the Programme Job Family and is Level xxxx Zone xxxx appointment and your monthly gross salary is (include Personal Income Tax) USD xxxx.</p> <p>Your gross starting salary (include Personal Income Tax) will be</p>

	<p>USD xxxxx per annum</p> <p>Oxfam salary's level will be considered yearly on September, thought your salary may be changed but the net salary for a year will not be reduced.</p>
Method of Payment	<p>Your annual salary will be paid in 14 instalments, of which the 13th and 14th instalments are annual bonus.</p> <p>Normally, your wages shall be paid directly into an account, which appointed by you at the last working day of each month.</p> <p>You will received the net salary after all such deductions as tax, social insurance and other deductions comply with prevailing laws of Vietnam are carried out.</p> <p>Oxfam GB endeavours to ensure wages are paid into your account correctly. In the event of an overpayment, Oxfam GB employees have an obligation to immediately notify Oxfam GB payroll of any overpaid monies. The overpayment procedure will be applied in this event and monies will be deducted from your salary by up to 4 instalments or out of your final salary payment. However, in exceptional circumstances, and dependent on the degree of overpayment the 4 instalments detailed above may be extended to a more appropriate time period.</p>
Pay Progression	<p>Pay is reviewed annually, but no increase is guaranteed. Staff rated "not fully proficient" as a result of their performance management review, will not receive a progression pay increase.</p>
Time off in Lieu	<p>When you are required to make yourself available for duty outside established working hours, time off in lieu may be allowed, with the prior agreement of the manager. Overtime pay will not be offered because of your salary according to this Labor contract has been considered including the overtime salary.</p> <p>If significant overtime is worked on a regular basis beyond the reasonable expectation inherent in Oxfam GB's philosophy, there should be a review of workload and staffing.</p>
Holidays	<p>You are entitled to 24 days paid holiday per 12 months (pro-rata to the contract length) to be taken by agreement with your manager. It is not permissible to carry over holidays into the following year, except in unusual circumstances or for operational reasons.</p> <p>Your holiday year runs from the start of your employment with Oxfam GB.</p> <p>On leaving Oxfam GB, payment will be made in lieu of any holiday entitlement not taken from your current holiday year entitlement.</p> <p>In addition, you are entitled to the statutory Public Holidays which are outlined in the Staff Charter B/ Handbook for your country of deployment which fall during the contract period on a pro rata basis</p>

	<p>according to contract length and hours worked.</p> <p>If, on leaving Oxfam GB, you have taken more holidays than you're pro rata entitlement for the current holiday year, an adjustment will be made by way of deduction from any sums due to you. The amount of any payment in lieu, or deduction, will be calculated as 1/260 of annual salary for each day's holiday.</p>
Insurance policies	<p>Oxfam GB has taken out a range of insurance policies with external companies, which may provide cover for you in the following areas. Oxfam GB reserves the right to make amendments to these policies from time to time and, where necessary, to discontinue them.</p> <p>To receive benefits under these policies you must have complied with the relevant terms and conditions of the individual insurance policy.</p> <p>Please refer to the attached Staff Charter/Handbook for details on insurance issues and/or contact your Regional HR team for advice.</p> <p>Social insurance and Medical insurance according to the Laws of Vietnam.</p> <p>Oxfam GB has taken out the Social insurance and Medical insurance in accordance with the Laws of Vietnam. According to this, monthly, you will contribute 6% of your monthly salary and Oxfam GB will contribute 17% of your monthly salary.</p> <p>Medical provided under the Oxfam GB's policy</p> <p>Oxfam GB provides medical insurance cover for staff and dependants as detailed in the Staff Charter B/Handbook for Vietnam.</p> <p>Life Assurance (Death in Service Payment)</p> <p>From the beginning of this contract or deployment you will automatically be covered by the Oxfam GB Life Assurance Scheme, which is non-contributory. Should you die whilst in Oxfam GB service, the lump sum benefit is paid to the dependants or beneficiaries at the sole discretion of the Trustees (this provides an opportunity to consider the circumstances of each case and ensure that the interests of all dependants are taken into account).</p> <p>Permanent Health Insurance</p> <p>Please note that this offer of employment does not attract the benefit of Permanent Health Insurance.</p> <p>Personal Accident</p> <p>You will be covered for personal accidents which result in permanent disablement or major loss of limb(s)/eye(s). Details are</p>

	<p>available from your Regional HR team.</p> <p>Travel</p> <p>All staff is covered by business travel insurance whilst travelling on Oxfam GB business. Details are available from your Regional HR team.</p> <p>Personal Effects</p> <p>Oxfam GB accepts limited responsibility for your personal effects while you are on official duty. There is a maximum amount per claim. The policy does not cover your partner or dependants. Details are available from your Regional HR team.</p>
Learning and Development	Oxfam GB has a range of practices, which will give staff access to opportunities for learning. Your regional HR team or line manager will have more details.
Retirement	The normal retirement age for Oxfam GB staff is 60 for male and 55 for female, although you can continue working up to the age of 65 with the consent of Oxfam GB.
Sick Pay Provision	Please refer to the attached Staff Charter/Handbook for details on sick pay provision and/or contact your Regional HR team for advice.
Pension Scheme/End of Employment Provision	You shall be received allowance for end of employment/redundancy according to the provisions of Staff Charter/Handbook
Notice Periods	In case of desire of unilateral termination this Labor Contract, you must comply with the reasons and procedure of termination provided in the Staff Charter/Handbook, and you have obligation to give a notice of termination in writing before 45 (forty five) working days of termination as well.
Garden Leave	If you resign from Oxfam GB to work for another charity in the same or a similar field, Oxfam GB reserves the right to request that you do not work for Oxfam GB for all or part of your notice period. Oxfam GB also reserves the right to request that you carry out your duties as normal from home for all or part of your notice period, therefore you would not be based on Oxfam GB premises. In either instance you would continue to receive pay and all other contractual benefits and therefore would not be free to take up alternative employment until the notice period expires.
2. Obligations	
Implement of Labor contract	You have obligation to fully complete the job assignment committed in this Labor contract, in additionally you must return all tools/equipments and other assets of Oxfam GB when terminated this Labor contract.
Health and Safety	Oxfam GB strives to operate and maintain a safe working environment and safe systems of work. You are legally required to adhere to Oxfam GB and workplace Health and Safety policies and procedures and take reasonable care for the safety of yourself and others. Any breach of such could leave you liable to criminal, civil or disciplinary action.
Grievance and Discipline	<p>Discipline:</p> <p>The current disciplinary rules applicable to staff are set out in the</p>

	<p>Oxfam GB's Disciplinary Policy. You can obtain details of the policy from your Regional Human Resources Team or from the Intranet.</p> <p>If you are dissatisfied with any disciplinary decision affecting you, you should first raise this in writing with your Manager's manager of Regional HR Manager (RHRM). If the matter is not resolved at that level, the subsequent steps in the current disciplinary procedures are set out in the Disciplinary Policy and Procedures document. You can obtain details from you Regional Human Resources Team and the Intranet.</p> <p>Grievance:</p> <p>If you have any grievance relating to your employment, you should first raise this by speaking to your Manager, where possible. If the matter is not resolved at that level, the subsequent steps are set out in Oxfam GB's current Grievance Procedure, details of which you can obtained from your Regional Human Resources Team and the Intranet.</p> <p>The basic disciplinary and grievance procedures do not exclude any supplementary procedures that may be agreed with the recognised staff bodies for the benefit of staff, for example when the stated levels of authority and action, or the number of stages, do not fit the particular part of the organisation. In the absence of any of the officers specified in the procedures, the persons nominated to discharge their duties during absence will act under the procedure</p> <p>Full details and procedures can be found on Oxfam GB's Intranet site or obtained from your Regional Human Resources Team.</p>
Restriction on work outside Oxfam GB	<p>During the period of your employment with Oxfam GB you are expected to afford priority to your job and, as a result, you may not be employed by, or carry out any work for any other body which conflicts with or hinders your ability to carry out your work satisfactorily, without the written permission of the appropriate manager within your work location.</p> <p>In addition to the above, it is necessary for you to discuss with your manager the details of any employment outside Oxfam GB and the hours you wish to work outside Oxfam GB. You must also inform your manager of any changes to hours worked elsewhere. In line with the above paragraph your manager has the right not to give permission for you to be employed by or carry out any work outside Oxfam GB.</p>
Domicile	<p>Staff should live within easy access to their place of work to ensure that their work with Oxfam GB is not affected by excessive travelling. Oxfam GB does not provide or finance transport to and from the place of work under normal circumstances.</p>
Article 4. Rights and obligations of Employer	
Implement of Labor contract	<p>Assure job for the employee and fully complete the conditions</p>

	<p>committed in the Labor contract.</p> <p>Fully and duly pay the employee all the remuneration and benefits as committed in the Labor contract and rules/policies of Oxfam GB.</p>
Arrangement and transfer the employee	<p>Right to arrange, move work:</p> <p>Oxfam GB reserves right to arrange, transfer you from the current work or work place to another work, or work place in meeting the demand of the work.</p>
Other rights	Oxfam GB reserves the right to terminate the Labour contract, apply discipline measures according to the Staff Charter/Handbook and the laws of Vietnam.
Article 5: Execution provisions	
Effective	<p>This Labour contract shall be come into effect since the date _____. However, according to the Vietnamese laws the terms and conditions of your employment of this Labor contract shall only come into effect since you get any necessary work permit from the competence authorities of Vietnam. In this case, this Labor contract shall come into effect according to the provisions of work permit.</p> <p>Although, this Labor contract is an open-ended contract, but if you cannot get work permit or an extension from the competence authorities of Vietnam for any reasons, this labor contract will naturally terminate.</p>
Apply the Labor Code	Other labour terms and conditions, which are not defined in this contract, will be in accordance with the Vietnamese Labour Code.
Counterpart	This contract is made in 02 (two) copies in Vietnamese and 02 (two) copies in English of equivalent value, each side keep one English copy and one Vietnamese copy. If any schedules of this Labor contract are signed. Those schedules have equivalent value to this Labor contract.

Oxfam GB

Employee

Steve Price – Thomas

On behalf of Oxfam GB in Vietnam