

# THE EMPLOYMENT REGULATION OF MALDIVES

For the purpose of this Regulation Employment means a contract of service where Employee receive a remuneration as agreed in the contact signed between the Employer and Employee.

Minimum age  
of employment

1. (a) The minimum age of employment shall be fourteen years. A child below the age of fourteen year shall not be employed.
- (b) In the event a minor is employed, the work assigned must be commensurate with the age, health and physical ability of the minor. No employee shall be assigned work that may cause hindrance, impair or alter the employee's education, thinking or ethical conduct.

Employment,  
Termination and  
resignation

2. (a) A person is deemed to be employed provided that the person has entered into agreement, and signed an Employment Contract, between that person and the Employer; such Contract being in the form and nature as specified in Annex 1.
- (b) A person is deemed to be effectively employed after the Employment Contract, referred to in paragraph 2.1 above, is agreed and signed and Notice of Employment, as specified in Annex 2 of this Regulation, is delivered.
- (c) Both the Employer and the Employee may terminate their Employment Contract if either Party is in breach of the terms and conditions set forth in that Contract, provided that each Party gives written Notice to the other.
- (d) The Employer may terminate the Employment Contract, before its expiration, if in the opinion of the Employer the services of the Employee is not required, provided that a written Notice of termination is issued to the Employee.
- (e) The Employer may suspend an Employee from work; such suspension being during the time of litigation or investigation concerning the Employee's responsibilities and / or work; or when in the Employer's opinion the presence of the Employee may cause or be cause of any adversity at the place of work. However in the event that the Employee being found not guilty of any complicity in the matter under investigation or litigation the Employee shall be entitled to remuneration for the entire period of

suspension.

- (f) The employer shall maintain, and retain for a minimum of three (3) years from the date of termination of each employment, Personnel Records for Employees under contract. Such personnel Records shall contain, but may not be limited to the following:
  - i. The employee's name
  - ii. Sex;
  - iii. Date of birth;
  - iv. Identity card number;
  - v. Permanent Address;
  - vi. Present address;
  - vii. Place of employment including atoll and islands;
  - viii. Designation;
  - ix. Remuneration;
  - x. Date of employment; and
  - xi. Date of and reasons for dismissal, resignation, suspension and expiration or termination of contract.
- (g) An employee shall be entitled to receive from the Employer a Letter of Reference or an Employment Certificate after having been employed with the employer for a period of six (6) months or more, provided that not more than three (3) years have elapsed from the date of termination of the employment contract.
- (h) Subject to clause (i) below, in the event an employee has been continuously employed for a period of three months or more under an employment contract or otherwise, the party desirous of terminating the contract shall serve written notice to the other party. The minimum period of notice that must be served shall be as follows:
  - 1. Two week's notice for an employee who has been employed for a period between three months and one year.
  - 2. One month's notice for an employee who has been employed for a period between one year and five years.
  - 3. Two month's notice for an employee who has been employed for more than five years.

- |               |    |   |
|---------------|----|---|
|               |    | <ul style="list-style-type: none"> <li>(i) An employee may be dismissed without notice if it is reasonable to do so in the circumstances.</li> <li>(j) If notice is served while the employee is on a leave stipulated under clause 6 of this regulation, then the minimum notice stipulated in Clause 2 (h) shall not be counted including the leave.</li> <li>(k) An employee may be dismissed after paying the full remuneration to the employee in lieu for the notice period.</li> </ul>   |
| Training      | 3. | <ul style="list-style-type: none"> <li>(a) Unless the context otherwise require, the term <i>Training</i>, whenever used in this Regulation, means imparting of methods or instructions pertaining to a particular Employment or job through a formal process, programme or course. However, in-house or on-the –job training shall be regarded as training provided that prior written agreement between both parties exist.</li> <li>(b) No employee shall be trained without a training agreement; an outline of which is given in annex 4 of this regulation.</li> </ul>  |
| Working hours | 4. | <ul style="list-style-type: none"> <li>(a) The employment contract shall contain, but not be limited to, the total number of working hours expected from the employee, in one week or one month, the total number of over time hours an employee shall work and the associated enumeration.</li> <li>(b) Under extraordinary or special circumstances, the employer may require any employee to work in excess of the total number of working hours specified in clause 4.1 herein above, provided that such work be remunerated at a rate to be specified in the employment contract.</li> <li>(c) Hourly remuneration rates for overtime work and work under extraordinary or special circumstances ( as specified in clause 4.2 ), shall not in any circumstance, be less than applicable normal remuneration</li> <li>(d) The Employer may exercise the right to exclude from the total number of hours worked by the Employee the time taken for meals, refreshments and tea breaks.</li> <li>(e) The employer shall record, maintain and retain Time sheets or records of working hours, including over time and working hours under extra ordinary or special circumstances; such Time sheets or Records to be maintained for a minimum of three (3) years from the date of dismissal or termination of employment.</li> </ul> |

- Remuneration
5. (a) Unless the context otherwise require, the term *Remuneration*, whenever used in this regulation means the agreed wages , inclusive of any allowances , paid by the Employer for the Employees services.

The Employer may, in the event that the Employment Contract so specifies, because remuneration, calculated for a month, to be paid in installments provided that such installments are not less than once a calendar month.

All Employee remuneration shall be paid by the Employer Directly to the Employee, unless so authorized otherwise, through a written notice.

The employer shall record maintain and retain, Records of Payments of Remuneration for a minimum of three (3) years from the date of dismissal, resignation or termination of an Employment.

Any deductions, withholdment or retainment from Employee remuneration may be made, provided that clauses for deduction, withholdment or detainment exist in the Employment Contract.

The Employer shall cause payment of remuneration to the Employee. Not later than three (3) days, from the date of termination, dismissal or resignation of Employee.

- Leave Entitlements
6. (a) The Employer shall be Entitled to the following vacation from employment with full remuneration.

1. Annual leave with twenty (20) Days.
2. Medical leave of thirty (30) days , being granted for illness of the employee (and of persons requiring the Employees presence .) The Employer may determine a doctor's certificate be required before such leave is granted.
3. Maternity leave of sixty (60) days, being granted to an Employee upon childbirth.
4. Special annual leave of ten (10) days, being granted to an Employee for extra ordinary circumstances.
5. Paternity leave of three (3) days, being granted to an Employee upon his wife giving birth.
6. Leave of two (2) days being granted to an Employee on the Employee's Son's circumcision.

7.

- Injuries sustained by the Employee
7. (b) The Employer may retain the right to retain or deduct from remuneration for such leave specified in Clauses 6.1.1 to 6.1.6 herein above , provided that such retainment or deductions are stipulated in the Employment Contract. The Employer shall provide medical treatment in the event that the Employee sustains injury while performing his /her duties; such medical treatment to be provided to the extent certifiable by a physician authourised by the Ministry of Health and Welfare.

The Employer shall within thirty (30) days , report to the Ministry of Planning and national Development all accidents and injuries occurred to employees while performing their duties, which require treatment above and beyond the basic first aid.

The Employer shall provide the Employee a safe working environment and ensure the adequate safety are initiated at the place of work.

- Damage Caused by the Employee
8. The Employer may exercise the right to claim compensation from an employee, for damages caused intentionally or by negligence or failure to rectify a cause of damages, to Employer's property, person or place. In the event that both parties cannot mutually agree to or honor the extent, amount and terms of compensation the matter may be referred to adjudication.

- Penalizing the Employee
- 9 The Employer may be panelized and by fine for the following:

1. Reporting late for work
2. Unauthorized absence for work
3. Failure to notify the Employer of the inability to report to work
4. Negligence in performing the assigned work

Fines determined for tardiness shall neither exceed the total day's wages; no exceed the remaining wages due, after the resultant fine has been deducted. All Employees shall be informed of the rate of fine and reasons for imposition.

Fines imposed for reasons other than those specifies in Clauses 9.2 shall not exceed twenty% (20%) of the Employee's monthly remuneration.

The Employer shall report, maintain and retain reports of Employee fines and penalty's of a minimum period of three (3) years from the date of termination, dismissal; or resignation of an Employee.

- |  |     |   |
|--|-----|---|
| Formation of contractual clauses                             | 13. | The employer shall have the right to formulate and enforce contractual clauses subject to the legal proviso that such clauses are displayed for the Employee's information.   |
| Penalties for failure to comply with regulation requirements | 14. | The Ministry of Higher Education, Employment and Social Security shall impose a penalty of an amount between five hundred (Rf. 500.00) Rufiyaa and five thousand (Rf. 5,000.00) on any party who fails to comply with any provision of this regulation. |

**Terms which should be included in the Employment Contract**

**1. Particulars of the Employer:**

- 1.1. Name:
- 1.2. Address:
- 1.3. Phone and Fax number:
- 1.4. E-mail address:
- 1.5. If a company the type of work done there

**2. Particulars of the Employee:**

- 2.1. Name:
- 2.2. Permanent Address:
- 2.3. Present Address:
- 2.4. National ID number (If a Maldivian):
- 2.5. Passport number (If a foreigner)
- 2.6. Work Permit number (If a Foreigner)
- 2.7. Country/ Atoll and Island:
- 2.8. Date of Birth:

**3. Particulars of the Job:**

- 3.1. Rank:
- 3.2. Salary:
- 3.3. Other Allowances:
- 3.4. Place of Work:
- 3.5. Details of the work given:

**4. Miscellaneous:**

- 4.1. Holidays and arrangements for granting leave
- 4.2. Arrangements for the expenses involved in arriving for work, going on and returning from leave, and returning home when employment terminates.
- 4.3. Arrangements for medical treatment to the employee.
- 4.4. Acceptable reasons for absence from work.

**5. Employment termination and serving notice:**

- 5.1. Duration of the agreement:
- 5.2. Manner in which employment may be extended
- 5.3. Length of notice to the employee if the employer wishes to dismiss the employee, and length of notice to the employer if the employee wishes to terminate the employment.

**6. SETTLEMENT OF DISPUTES**

- 6.1 procedures for dispute settlement for breach of employment contract
- 6.2 Procedure for dealing with matters not covered in the employment contract



No:

(Employer's Letterhead)

**CERTIFICATE OF EMPLOYMENT**

1. Name: (including the commonly referred name):
2. Identity Card number
3. Address:
4. Permanent Address:
5. Title (including the name of employer):
6. Date of employment
7. Remuneration (Monthly):

The above mentioned person is employed as specified above.

Date

.....

Yours Sincerely  
(Signature)  
(Name)  
(Designation)

No:

(Employer's Letterhead)

**EMPLOYMENT TERMINATION CERTIFICATE**

1. Name: (including the commonly referred name):
2. Identity Card number
3. Address:
4. Permanent Address:
5. Title (including the name of employer):
6. Date of termination
7. Reason for termination

Your employment is terminated as specified above.

Date

.....

Yours Sincerely  
(Signature)  
(Name)  
(Designation)

**Terms to be included in the agreement signed between the employer and employee  
for training**

1. Name and Permanent Address of the employer:
2. Trainee's name, identity card number and Permanent Address:
3. full details of the training:
4. Duration of the training:
5. Estimated expenses required for training:
6. Arrangement for bond (if applicable)
7. Arrangements for dealing with situations if training is not completed
8. Arrangements for dealing with cases where either of the parties breach the agreement.