

# EMPLOYMENT CONTRACT

This employment contract is executed and entered into by and between:

a. **Employer :**

**Address:**

**Civil Status:**

**Contact No. :**

b. **Name of Agency, complete address & contact no. (In Foreign Country)**

**And**

c. **Employee :**

**Address:**

**Civil Status:**

**Contact No. :**

**Passport No. :**

d. **Name of Agency, complete address & contact no. (Counterpart in the Philippines)**

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment : \_\_\_\_\_
2. Contract Duration : One ( 1 ) year Renewable
3. Basic monthly salary ( US\$ ) : \_\_\_\_\_ (\$50 increase every year)
4. Work Hours: The Employee (Household Service Worker) shall be provided with continuous rest of at least **eight (8) hours per day**.
5. Rest day: At least one (1) rest day per week.
6. Free transportation to the site of employment and back to the point of origin upon expiration of contract or when contract of employment is terminated through no fault of the Employee and/or due to force majeure. In case of contract renewal, free round trip economy class air ticket shall be provided by the Employer.
7. The Employer shall furnish the house for the Employee, free of charge, separate, suitable and sanitary living quarters as well as adequate food of food allowance.
8. Free medical and dental services for the Employee (Household Service Worker) including facilities and medicine.
9. Vacation leave with full pay of not less than 15 calendar days for every year of service to be availed of during the validity of the contract or before the expiration. In case of the contract renewal, free round trip economy class air ticket shall be provided by the Employer if the vacation leave is availed of towards the end of the contract in the Philippines; provided that if the Employee opts to enjoy his/her vacation leave at the worksite, he/she shall be given the monetary equivalent of his/her round trip economy class air ticket.

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10. The Employer shall provide the Employee with personal life accident, medical and repatriation insurance with a reputable insurance company in the host country.
11. In the event of death of the Employee during the term of this contract, his/her remains and personal belongings shall be repatriated to the Philippines at the expense of the Employer. In case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the Employee's next of kin or by the Philippine Embassy.
12. The Employer shall assist the Employee in remitting a percentage of his/her salary through proper banking channels.
13. **TERMINATION :**
  - a. **Termination by Employer:** The Employer may terminate the Employee's contract of employment for any of the following just causes; serious misconduct or willful disobedience by the Employee (Household Service Worker) of the lawful orders of the Employer or immediate household members in connection with his/her work; gross habitual neglect by the Employee of her duties; violation of the laws of the host country. In any of these cases, the Employee shall shoulder the cost of repatriation.
  - b. **Termination by the Employee :** 1) Termination without just cause ; the Employee may terminate the contract without just cause by serving a written notice on the Employer at least one ( 1 ) month in advance. The Employee shall shoulder the cost of repatriation. 2) Termination for a just cause; the Employee may also terminate the contract without serving any notice on the Employer for any of the following just causes; when the Employee is maltreated by the or any member of his/her Employee; when the Employer violates the terms and conditions of this contract; when the Employer commits any of the following acts – deliberate non-payment of salary, physical molestation and physical assault. The Employer shall pay for the repatriation expenses.
  - c. **Termination due to illness :** Either party may terminate the contract on the grounds of illness, disease or injury suffered by the Employee, where the latter's continued employment is prohibited by law or is prejudicial to his/her health as well as to the health of the Employer and his/her Employer. The repatriation expenses shall be shouldered by the Employer.
14. **SETTLEMENT OF DISPUTES:** In case of disputes between the Employee and the Employer, the matter must be referred by either party to the Philippine Embassy who shall endeavor to settle the issue amicably to the best interest of both parties. If the dispute remains unresolved, The Embassy official shall refer the matter to the appropriate Labor authorities of the country for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.
15. **SPECIAL PROVISIONS :**
  - a. The Employer shall treat the Employee (Household Service Worker) in a just and human manner. In no case shall physical violence be used upon the house Employee.

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- b. The Employee shall work solely from the Employer and his/her immediate household. The Employer shall in no case require the Employee to work in another residence or be assigned in any commercial, industrial or agricultural enterprise.
  - c. The Employer shall not deduct any amount from the regular salary of the Employee other than compulsory contributions prescribed by law. Such legal deductions must be reflected in the Employee's pay slip and covered by a corresponding receipt.
  - d. The Employer shall pay for the Employee's residence permit, exit re-entry visa.
  - e. The passport and work permit/Imam of the Employee shall remain in his/her possession.
  - f. The Employee shall be allowed to freely communicate with his/her family and the Philippine Embassy or Consulate.
  - g. It shall unlawful for the Employer to withhold the Employee's passport with or without his/her consent.
  - h. The Employer must provide the Employee with food and accommodation, including safe, clean and portable drinking water. If desired by the Employee that he/she cook separate from that Employer's household, the Employee shall be given a food allowance of not less than Rs. 2,000.00 a month and reasonable time for cooking his/her food.
16. No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or Philippine Overseas Employment Administration ( POEA ).
17. In the event of war, civil disturbance or major natural calamity, the Employer shall repatriate the Employee at no cost to the worker.
18. Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines or the host country. Any applicable provisions on labor and employment of the host country are hereby incorporated as part of this contract.

In witness there, we hereby sign this contract this \_\_\_\_\_ **the day of** \_\_\_\_\_ at the **Embassy of the Philippine, Islamabad, Pakistan.**

\_\_\_\_\_  
**FULL NAME OF EMPLOYEE**  
And **SIGNATURE**

\_\_\_\_\_  
**FULL NAME OF EMPLOYER**  
and **SIGNATURE**

**Name & Signature of WITNESS**

**Name & Signature of WITNESS**

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## **UNDERTAKING OF THE EMPLOYER FOR THE EMPLOYMENT OF A EMPLOYEE/HOUSEHOLD SERVICE WORKER (HSW)**

I, \_\_\_\_\_  
**(Name of Employer)**

With residence address (located) at \_\_\_\_\_  
\_\_\_\_\_ P.O. Box No. \_\_\_\_\_

Do hereby undertake the following in connection with the employment of Filipino Household Service Worker (HSW) \_\_\_\_\_  
in my household. **(Name of Employee/HSW)**

1. That upon arrival of the employee/HSW, I will make her contact the Philippine Embassy at Islamabad, Pakistan by phone to confirm his/her arrival or bring him/her in person for registration.
2. That the Employee/HSW shall have custody of his/her Passport/Travel Documents at all times.
3. That the Employee/HSW shall be treated humanely by the other persons staying in my residence.
4. That I shall provide the Employee/HSW with sleeping/resting room.
5. That the Employee/HSW shall be given a rest period of at least eight (8) continuous hours daily.
6. That the Employee/HSW shall be made to work only in my residence as indicated in my information sheet.
7. That upon request, the Philippine Embassy in Islamabad, Pakistan shall be allowed to communicate with the Employee/HSW by phone.
8. That the Employee/HSW shall be allowed to freely in communicate with his/her family in the Philippines or with the Philippine Embassy in Islamabad, Pakistan.
9. That I shall present the Employee/HSW to the Philippine Embassy when so required.
10. That I shall not make the Employee/HSW extend his/her contract or transfer to another employer without the verification and approval of the Philippine Embassy in Islamabad, Pakistan.
11. That I shall appear in person before the Philippine Embassy in Islamabad, Pakistan, when so required.
12. That I shall notify the POLO/Philippine Embassy concerned of any significant developments about the condition and employment of the Employee/HSW, including his/her repatriation.
13. That I shall explain to the member of my household the foregoing undertaking and ensure that the undertaking is observed by them.
14. That I shall assist the Employee/HSW in availing him/herself of benefits provided under the laws of Islamic Republic of Pakistan.

It is my understanding that if any or all the above undertakings are violated or not complied with, I will be subject to sections that the provided by the rules and regulations governing the employment of the Employee/HSW from the Philippines.

\_\_\_\_\_  
**Signature of Employer**

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# INFORMATION SHEET OF THE EMPLOYER

NAME : \_\_\_\_\_

RESIDENCE CERTIFICATE: \_\_\_\_\_

P.O. BOX NO. : \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NO. : \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

MOBILE NUMBER: \_\_\_\_\_ FAX NO. : \_\_\_\_\_

NATIONALITY: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

COMPANY/EMPLOYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO. : \_\_\_\_\_ FAX NO. : \_\_\_\_\_

MONTHLY FAMILY INCOME: \_\_\_\_\_ SIZE OF RESIDENCE: \_\_\_\_\_

NAME OF FAMILY MEMBERS: \_\_\_\_\_ AGE: \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

NAME OF OTHER HOUSEHOLD STAFF IN THE RESIDENCE:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

I DECLARE THAT THE ABOVE INFORMATION ARE TRUE AND CORRECT UNDER PAINS OF PENALTY UNDER PHILIPPINE AND HOST COUNTRY LAWS.

\_\_\_\_\_  
SIGNATURE OF EMPLOYER

\_\_\_\_\_  
DATE

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