

# **EMPLOYMENT CONTRACT**

## **For Filipino Household Service Workers**

***This Employment contract is executed and entered by and between:-***

**A. Employer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Civil Status:** \_\_\_\_\_ **Contact No.** \_\_\_\_\_

**B. Name of Agency: (in Foreign Country)**

**Address:**

**Contact No.**

**Cell:**

**C. Household Service Worker:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Civil Status:** \_\_\_\_\_ **Contact No :** \_\_\_\_\_

**Passport No :** \_\_\_\_\_

**Date and place of issue:** \_\_\_\_\_

**Date of Expiry:** \_\_\_\_\_

**D. Name of Agency: (Counterpart in the Philippines)**

**Address:**

**Contact No.**

**Cell:**

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment \_\_\_\_\_
2. Contract Duration: 2 Years.
3. Basic monthly salary US \$450
4. Work Hours: The Employee shall be provided with continuous rest of at least 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 in the Philippines, 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 to the Philippines shall also be provided by the Employer.
7. The Employer shall furnish the worker, free of charge, separate, suitable and sanitary living quarters as well as adequate food or food allowance.
8. Free medical and dental service for the Employee including facilities and medicine should likewise be provided.
9. Vacation leave with full pay of not less than 15 calendar days should be provided for every year of service to be availed of during the validity of the contract or before its expiration. In case of contract renewal, free round-trip economy class air ticket shall be provided by the Employer if the vacation leave is availed

**(NOTE: Strictly all the details written on this Employment Contract should be in typewritten, any erasures or alterations invalidates this contract and all the details/information must be filled up properly.)**

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.

10. The Employer shall provide the Employee with personal life, accident, medical and repatriation insurance with reputable insurance company in the host country.
11. In the event of the 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 the prior approval of the Employee's next of kin and/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 contract of employment for any of the following just causes: serious misconduct or willful disobedience by the Employee 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; and 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: The Employee may terminate the contract by serving a written notice on the Employer for any of the following just causes: when the Employee was maltreated by the Employer or any member of his/her household; 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/or physical assault. In any of these cases, the Employer shall pay for the repatriation expenses.
  - c. Termination due to illness: Either party may terminate the contact 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 the members of his/her household. In these cases, the repatriation expenses shall be shouldered by the Employer.
14. Settlement of disputes. In case of dispute between the Employee and the Employer, the matter must be referred by either party to the Philippine Embassy who shall endeavour to settle the issuance amicably to the best interest of both parties. If the dispute remains unsolved, the Embassy official shall refer the matter the appropriate labour authorities of the country for the 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 in a just and humane manner. In no case shall physical violence be used upon the Employee.
  - b. The Employee shall work solely for the Employer and his/her immediate household.

**(NOTE: Strictly all the details written on this Employment Contract should be in typewritten, any erasures or alterations invalidates this contract and all the details/information must be filled up properly.)**

- 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 residence permit, as well as exit-re-entry visa of the Employee.
  - e. The passport and work permit of the Employee shall always remain in the possession of the Employee.
  - f. The Employee shall be allowed freely to communicate with his/her family and the Philippine Embassy or Consulate, including provision for the use of social media such as Facebook or messaging Apps like Viber and WhatsApp.
  - g. It shall be unlawful for the Employer to withhold the Employee's passport either with or without his/her consent.
  - h. The Employer must provide the Employee with food and accommodation including safe, clean and potable drinking water. If desired by the Employee, she/he should be allowed to cook his/her own food separate from that of the Employer's. The Employee shall be given a food allowance of not less than Rs.3,000 a month and a reasonable time for cooking her/his food.
16. No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA.
17. In the event of war, civil disturbance or major natural calamity, the Employer shall repatriate the Employee at no cost to the Employee.
18. Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines and the host country. Any applicable provisions on labour and employment of the host country are hereby incorporated as part of this contract, as long as they meet the minimum labor standards under Philippine laws and regulations.

In witness whereof, we hereby sign this contract this \_\_\_\_\_  
at \_\_\_\_\_.

**SIGNED:**

\_\_\_\_\_

**EMPLOYER**

\_\_\_\_\_

**EMPLOYEE**

\_\_\_\_\_

**agency**

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**(NOTE: Strictly all the details written on this Employment Contract should be in typewritten, any erasures or alterations invalidates this contract and all the details/information must be filled up properly.)**

# 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

**(NOTE: Strictly all the details written on this Employment Contract should be in typewritten, any erasures or alterations invalidates this contract and all the details/information must be filled up properly.)**

# 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

**(NOTE: Strictly all the details written on this Employment Contract should be in typewritten, any erasures or alterations invalidates this contract and all the details/information must be filled up properly.)**