

EMPLOYMENT CONTRACT
For Filipino Household Service Workers

KNOW ALL MEN BY THESE PRESENTS:

This EMPLOYMENT CONTRACT is executed and entered by and between:

A.

EMPLOYER:

Address:

Civil Status:

Contact Number:

B.

Name of Agency:

Address:

Contact Number:

Mobile Number:

C.

EMPLOYEE:

Address:

Civil Status:

Contact Number:

D.

Name of Agency:

Address:

Contact Number:

Mobile Number:

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 the 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 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.
- 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 separate form 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 labor 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, the contracting parties have read carefully and fully understood the terms and conditions of this contract, hereunto set their signatures, THE EMPLOYER on this _____ day of _____ 20____ at _____ and the EMPLOYEE on this ____ day of _____ 20____, at _____.

EMPLOYEE
(Name & Signature)

EMPLOYER
(Name & Signature)

AGENCY
(Foreign Placement Agency based in Pakistan)

AGENCY
(Foreign Placement Agency based in the Philippines)

WITNESSESS:

(Name & Signature)

(Name & Signature)