

# CONTRACT OF EMPLOYMENT

(For Household Workers)

## KNOW ALL MEN BY THESE PRESENTS:

This EMPLOYMENT CONTRACT is executed and entered and into by between:

A. **EMPLOYER:**

Address:

Telephone \_\_\_\_\_

B. **WORKER:**

Address :

Civil Status : \_\_\_\_\_ Age:

Voluntarily binding themselves to the following terms and conditions:

1. **DURATION OF EMPLOYMENT:** \_\_\_year(s) renewable; to commence from the day the WORKER leaves the Philippines.
2. **DUTIES OF THE WORKER:**
  - 2.1 To work diligently as a domestic WORKER for the duration of his/her engagement.
  - 2.2 To reside at the residence of the EMPLOYER, or upon arrangement in case of Live-Out, be at the place of work on time to perform the formal duties of which he/she has been engaged such as cooking, cleaning, house and yard cleaning, and other household chores.
  - 2.3 To abide by all the laws of the Host Country, and the Philippines, as represented in this contract.
  - 2.4 Not to receive any visitor at the workplace without prior knowledge and consent of the EMPLOYER. Likewise, WORKER shall not leave his/ her place of work without the permission of the EMPLOYER.
  - 2.5 To ask permission or make arrangement with EMPLOYER on the use of Telephones and Internet.
3. **DUTIES OF THE EMPLOYER:**
  - 3.1 To notify in writing the Office of the Labor Attaché, Embassy of the Philippines, 1600 Massachusetts Avenue, NW Washington DC 20036, within ten (10) days after the arrival of the WORKER at the place of Employment.
  - 3.2 To treat the WORKER in a just and humane manner
  - 3.3 To issue corresponding Pay slip during Payday and to assist in the opening up of a personal Bank Account.
  - 3.4 In case where employee needs to drive as part of his/her function, Employer should assist in the acquisition of the proper driver's license and inclusion in the vehicles' insurance.
  - 3.5 To ensure that the WORKER receives such benefits enjoyed by other workers in a comparable employment.
  - 3.6 To assist the workers in the acquisition of proper identification, such as Social Security Number ID/Card and other necessary Identification Cards.
4. **WAGES:** At least US\$ \_\_\_\_\_ week based on 8 hours a day work, 40 hours per week; to be paid on the 15<sup>th</sup> and the 30<sup>th</sup> of each work month.

\_\_\_\_\_  
Employer's Initials

5. **HOURS OF WORK, REST DAYS AND VACATION LEAVE:** 8 hours/ day, 5 days a week; with two rest days.

- 5.1 Work in excess of 8 hours shall entitle the WORKER to overtime pay. Work performed during rest days and legal holidays shall entitle him/her to premium pay in accordance with the law of the place of employment.
- 5.2 WORKER shall be entitled to one (1) month paid vacation leave for two years service. Such holidays shall be enjoyed at a time mutually agreed upon by the EMPLOYER and the WORKER.
- 5.3 The EMPLOYER may NOT require the WORKER to remain at the EMPLOYER'S home or at the place of employment during his/her free time. WORKER can leave the workplace when he/ she are off from work.

6. **TRANSPORTATION:**

- 6.1 EMPLOYER shall provide the WORKER free passage to the place of employment and return to the Philippines, UNDER ALL CIRCUMSTANCES, except Termination by the Worker without just cause and/or without a 30 day notice.
- 6.2 Should Termination of the Contract during a PROBATIONARY PERIOD is necessary, EMPLOYER shoulders the repatriation expense.
- 6.3 In case of death of the employee, the REPATRIATION OF REMAINS and other Personal Belongings, to the Philippines, in shall be at the EMPLOYER'S expense.

7. **MEDICAL AND DENTAL SERVICES:** Free emergency medical or dental services in the event the WORKER suffers personal injury by accident or occupational disease.

- 7.1 EMPLOYER shall pay or arrange with the appropriate authority for payment of health insurance compensation in accordance with the Country's workmen's compensation law. EMPLOYER shall defray or insure that expenses necessarily incurred by the WORKER on account of medical treatment, including maintenance in the hospital while incapacitated shall be available.
- 7.2 WORKER shall be paid his/her basic wage for the duration of such illness or disability. Sick leaves with pay shall not exceed thirty (30) days for the two-year employment.
- 7.3 In the event of a medical practitioner certifying that the WORKER is unfit for further service with the EMPLOYER, the latter shall immediately take steps to repatriate the WORKER at the cost of the EMPLOYER.
- 7.4 EMPLOYER shall notify the Labor Attaché or the Consul General of the nearest Philippine Consulate in case of accident or death of the WORKER. The EMPLOYER shall assist said officials in winding up the affairs of the WORKER.

8. **TERMINATION OF CONTRACT:**

- 8.1 Termination by **EMPLOYER:** EMPLOYER may terminate this contract on the following just causes: serious misconduct or willful disobedience by the WORKER of the lawful orders of the EMPLOYER or immediate household members in connection with his/her work; habitual neglect of duties by the WORKER; violation of the laws of the host country. EMPLOYEE shall shoulder the repatriation expense.
- 8.2 Termination by the **WORKER:** WORKER may terminate the contract WITHOUT JUST CAUSE by serving a written notice to the EMPLOYER at least one (1) month in advance. Without such notice, the WORKER shall shoulder his/her return transportation. WORKER may also terminate the contract without serving any notice to the EMPLOYER for any of the following just cause: When the WORKER is maltreated by the EMPLOYER or any of his 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 physical assault. EMPLOYER shall pay for the repatriation expenses.

- 8.3 Termination due to illness: Either party may terminate the contract on the grounds of illness, disease or injury suffered by the WORKER where the latter's continued employment is prohibited by law or is prejudicial to his/her health as well as the health of the EMPLOYER and his household. EMPLOYER shall shoulder the cost of repatriation.

9. **REMITTANCE:** EMPLOYER shall assist the WORKER in the regular remittance of his/her monthly salaries to his/her beneficiaries in the Philippines through normal banking channels.
10. **BOARD AND LODGING:** Free food and accommodation in case of Live-In
11. **DOCUMENTARY REQUIREMENTS AND OTHER EXPENSES:** Visa, Work Permits, Philippine Government Expenses and other expenses incurred to facilitate the hiring process, shall be at the EMPLOYERS expense and shall not be returned or repaid by the EMPLOYEE, UNDER ANY CIRCUMSTANCES.
12. **EXTENSION OF VISA:** EMPLOYER agrees to be responsible for the extension of visa or work permits of the WORKER while under his employ and at the EMPLOYER'S expense.
13. **PAYMENT OF TAXES:** The EMPLOYER shall assist the WORKER in filing all required tax returns.
14. **WORKER'S DOCUMENTS:** WORKER shall retain possession of his/her personal effects / documents at all times. The WORKER'S passport, copy of contract and personal property shall not be withheld from the WORKER.
15. **GENERAL PROVISIONS:**
- 15.1 Any variations or additions to the terms of this contract for its duration shall be made only with the approval of the Philippine Labor Attaché.
- 15.2 The Labor Attaché shall be notified by the EMPLOYER should the WORKER be terminated for any reason.
- 15.3 EMPLOYER shall ensure that the WORKER, upon arrival, holds a true copy of this contract as certified by the Philippine Embassy or the Consulate General as the case may be.
- 15.4 **Settlement of Disputes:** All claims and complaints relative to the employment contract of the employee shall be settled in accordance with company policies, rules and regulations. In case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attache or any authorized representative of the Philippine Embassy/Consulate nearest the site of employment. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in the host country or in the Philippines if permissible by by host country laws at the option of the complaining party.

**IN WITNESS WHERE OF**, 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 WORKER in this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_.

WORKER

EMPLOYER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness