

# EMPLOYMENT CONTRACT

Philippine Overseas Employment Administration  
Department of Labor and Employment

## STANDARD EMPLOYMENT CONTRACT FOR FILIPINO CONTRACT WORKERS

This Employment Contract is executed and entered into by and between:

### A. Employer/Principal

Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Name of Authorized Representative: \_\_\_\_\_  
Position/Designation: \_\_\_\_\_

### B. Represented in the Philippines:

Name of Agent/Company : JS CONTRACTOR INC.  
Address : 423 Magallanes St., Intramuros, Manila, Philippines  
Telephone No. : (632) 527-7951 – 53 Fax No. : (632) 527-7962 / 3382606  
Name of Authorized Representative: MRS. MARY JEAN P. BORRA  
Position/Designation : President

and

### C. Employee/Worker:

Name of Employee/Worker: \_\_\_\_\_  
Civil Status: \_\_\_\_\_ Passport No. \_\_\_\_\_  
Date & Place of Issue: \_\_\_\_\_  
Address: \_\_\_\_\_

Voluntarily binding themselves to the following terms and conditions:

1. Duration of Contract: \_\_\_\_\_
2. Effectivity of Contract: \_\_\_\_\_
3. Site of Employment: \_\_\_\_\_
4. Employee's/Worker's Position: \_\_\_\_\_
5. Probationary Period: \_\_\_\_\_

(If the employee/worker is terminated within the probationary period, he shall be repatriated at the expense of the Employer).

6. Basic Monthly Salary: \_\_\_\_\_ or \_\_\_\_\_ (its equivalent in US Dollars)

7. Hours of Work and Rest Day:

Eight (8) hours a day, six (6) days a week, for a total of forty-eight (48) hours per week. The worker/employee shall be entitled to one (1) rest day per week and on all official holidays.

8. Overtime Pay:

For work in excess of eight (8) hours/day	: 150 % of the basic salary
For work during rest day	: 150% of the basic salary
For work during official holidays	: 200% of the basic salary

9. Vacation and Sick Leave:

The employee/worker is entitled to annual vacation leave of fifteen (15) days, which shall be commutable to cash if unused and an annual sick leave of fifteen (15) days which shall be fully paid for every year of service and commutable to cash, if unused, at the end of the employment contract.

10. Transportation:

The Employer shall provide the employee/worker with free transportation to the site of employment and return to Manila under the following conditions:

- a) After the expiration of this Contract;
- b) Termination of the Contract by the employer without just cause;
- c) If the worker/employee is unable to continue to work due to work-connected or work-aggravated injury or illness;
- d) Force Majeure; and
- e) In such cases when Contract of Employment is terminated through no fault of the employee.

11. Accommodation and Food:

The employee/worker shall be provided by the employer with free suitable and comfortable housing facilities and adequate and nutritious meals (at least 3 x a day) or adequate compensatory food allowance.

12. Medical Benefits:

The employee/worker shall be provided by the employer with emergency free medical and dental services including free medicine and free hospitalization whenever necessary.

13. Repatriation of Remains:

In the event of death of the employee/worker during the terms of this Agreement, his remains and personal belongings shall be repatriated to Manila 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/worker's next of kin and or by the Philippine Embassy.

14. Remittances:

The employer shall assist the employee/worker in remitting a portion of his salary to his beneficiaries and dependents or to his own bank account in the Philippines through the proper banking channels or other means authorized by law.

15. Termination:

Neither party may unilaterally cancel the Contract except for legal, just, and valid cause or causes;

A. Termination by Employer:

The Employer may terminate this Contract on the following grounds:

- a. Closure or cessation of operation of the establishment/undertaking or due to retrenchment to prevent losses, by serving a written notice to the worker/employee at least one (1) month before the intended date thereof or payment of separation/termination pay equivalent to one (1) month salary. The employer shall bear the repatriation expenses of the employee.
- b. The employer may also terminate this Contract of Employment on the following cases:

Serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, and insubordination, revealing secrets of establishment, engaging in trade union activities, when employee/worker violates customs, traditions and laws of \_\_\_\_\_ and/or terms of this Agreement. The employee/worker shall shoulder the repatriation expense.

B. Termination by the Employee/Worker:

The employee/worker may terminate this Contract on the following grounds, namely:

- a. Serious insult, inhuman and unbearable treatment;
- b. Violation of the terms and conditions of the Employment Contract by the employer or his representative;
- c. Attempt on the life of the employee/worker by the employer or his representative.
- d. Sub-human working and living conditions;
- e. Failure on the part of the employer to pay the salaries/wages of the employee; and
- f. Due to illness – either party may terminate the Contract on the ground of illness, disease or injury suffered by the employee/worker.

The employer shall pay the repatriation expenses back to the Philippines.

16. Workmen's Compensation:

In case of work-connected illness, injury or death, compensation benefits shall be paid to the employee/worker in accordance with the social insurance laws and laws of \_\_\_\_\_ or the Philippines.

17. Arbitration of Disputes:

All claims and complaints relative to the Employment Contract of the employee/worker shall be settled in accordance with company policies, rules and regulations. In case the worker/employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/Consulate nearest the site of employment. In case the amicable fails, the matter shall be submitted to the competent or appropriate government body in \_\_\_\_\_ (host country) or in the Philippines at the option of the complaining party.

18. The employee/worker shall observe employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.

19. Applicable Law and Jurisdiction:

The pertinent laws of the Philippines or of the host country shall govern other terms and conditions of employment. Any applicable provisions on labor and employment of \_\_\_\_\_ are hereby incorporated as part of this Contract.

IN WITNESS THEREOF, the parties having read and understood all the provisions of this Contract hereby freely manifest their full acceptance of terms, conditions and covenants, affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, at \_\_\_\_\_ (place).

\_\_\_\_\_  
(Employer)

\_\_\_\_\_  
(Employee/Worker)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ) S. S.

BEFORE ME, a Notary Public, for and in the City of Manila, personally appeared \_\_\_\_\_ and \_\_\_\_\_ with Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ and Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, respectively, known to me to be the same persons who executed the foregoing Contract of Employment which they signed and acknowledged before me as their free and voluntary act and deed.

The foregoing instrument consist of four (4) pages including the page which this acknowledgment is written, and has been signed at the \_\_\_\_\_ page thereof by the parties, sealed with my notarial seal.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2000 at Manila, Philippines.

NOTARY PUBLIC  
Until December \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued on \_\_\_\_\_  
Issued at \_\_\_\_\_

Doc. No.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of : \_\_\_\_\_

**ADDENDUM TO THE MASTER EMPLOYMENT CONTRACT**

The following clauses are integrated into the \_\_\_\_\_ Master Employment Contract.

- A) The Second Party shall be provided with life insurance and accident insurance; any premia payable shall be paid by the First Party.
  
- B) Any vehicle, transport equipment or crane operated by the Second Party will be insured on the basis of comprehensive liability insurance; any premia payable shall be paid by the First Party.

\_\_\_\_\_  
(Employer)

\_\_\_\_\_  
(Employee)