

EMPLOYMENT CONTRACT FOR VARIOUS SKILLS

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

A. Employer : _____
Address : _____
P.O. Box : _____ Tel. no. : _____

B. Represented in the Philippines by:
Name of Agent / Company : _____
Address : _____

and

B. Employee : _____
Civil Status : _____ Passport no. : _____
Date & Place of Issue : _____
Address : _____

Voluntarily binding themselves to the following terms and conditions:

1. Site of employment _____
2. Contract duration _____ commencing from the employee's departure from point of origin to the site of employment.
3. Employee's position _____
4. Basic monthly salary _____
5. Regular working hours: Maximum of eight (8) hours per day, six (6) days per week.
6. Overtime pay:
 - a. For work over regular working hours: _____
 - b. For work on designated rest days & holidays: _____
7. Leave with full pay:
 - a. Vacation Leave: _____
 - b. Sick Leave: _____
8. Free transportation to the site of employment and in the following cases, free return transportation to the point of origin: a. expiration of the contract; b. termination of the contract by the employer without just cause; c. if the employee is unable to continue to work due to the work connected or work aggravated injury or illness;

d. force majeure; and e. in such other cases when contract of employment is terminated through no fault of the employee.

9. Free food or compensatory allowance of US\$ _____, free suitable housing.

10. Free emergency medical and dental services and facilities including medicine.

11. Personal life accident insurance in accordance with host government and/or Philippine government laws without cost to the worker. In addition, for areas declared by the Philippine government as war risk areas, a war risk area insurance of not less than PhP 100,000.00 shall be provided by the employer at no cost to the worker.

12. In the event of death of the employee during the terms of this agreement, his 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 and / or by the Philippine Embassy / Consulate nearest the jobsite.

13. Contingency Plan:

I, _____, wish to convey the following designated contingency plan related to the recruitment of Filipino workers. This plan covers remedial measures that would apply in the event of any contingency (i.e. national calamity, man-made disaster, war). In the course of any impending contingency, we shall strive our best to repatriate the worker to their point of origin at the soonest possible time via safe course of travel. Prior to their departure, I shall provide continuous support to the workers (food, medical assistance, clothing, shelter) with constant communication on their living condition. If repatriation measures are not possible as prompted by the prevailing circumstances that may occur, I shall provide continuous support to the worker (food, medical assistance, clothing and shelter) with constant communication on their living condition.

14. The employer shall assist the employee in remitting a percentage of his salary through the proper banking channels or other means authorized by law.

15. Termination:

a. Termination by Employer: The Employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual negligence of duties, absenteeism, and insubordination revealing secrets of the establishment, when the employee violates customs, traditions and laws of _____ and / or the Terms of this Agreement. The employee shall shoulder the repatriation expense.

b. Termination by Employee: The Employee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative, inhuman and unbearable treatment accorded the employee by the employer or his representative, commission of a crime / offense by the employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.

b.1. The Employee may terminate this Contract without just cause by serving one (1) month in advance notice to the Employer. The Employer upon whom no notice was served may hold the Employee liable for damages. In any case, the employee shall shoulder all expenses relative to his repatriation back to his point of origin.

c. Termination due to Illness: Either party may terminate the contract on the ground of illness, disease or injury by the Employee. The Employer shall shoulder the cost of repatriation.

16. Settlement of disputes: All claims and complaints relative to the employment contract of the Employee shall be settled in accordance with the 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 Attaché or any authorized representative of the Philippine Embassy / Consulate nearest competent or appropriate government body in the host country or in the Philippines, if permissible by host country laws at the option of the complaining party.

17. The Employee shall observe the Employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.

18. Applicable Law: Other terms and conditions of employment, which are consistent with the above provisions, shall be governed by the pertinent laws of the _____.

In witness whereof, we hereby sign this contract this _____ day of _____, _____ in Manila, Philippines.

Employee

Employer

Philippine representative
(Licensed Recruitment Agency)

Witness