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MODEL EMPLOYMENT CONTRACT FOR NURSES

POEA MEMORANDUM CIRCULAR NO. 51, October 03, 1991

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In order to promote the general welfare and protect the interest of Filipino nurses hired for overseas deployment, a Model Employment Contract developed by this Administration for nurses is hereby approved.

Employment contracts for nurses containing provisions or benefits over and above those cited in the model contract shall however be honored and implemented.

A copy of the "Model Employment Contract for Filipino Nurses" is hereby attached as Annex to this Circular. (See below)

For guidance.

Adopted: 3 Oct. 1991

(Sgd.) JOSE N. SARMIENTO
Administrator

MODEL EMPLOYMENT CONTRACT
FOR FILIPINO NURSES

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

A. Employer _____
Address _____
P.O. Box No. _____ Tel. No. _____
Represented in the Philippines by:
Name of Agent/Company: _____
Address: _____

and

B. Nurse _____
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 _____

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commencing from Nurse's departure from the point of origin to the site of employment.

3.

Basic Monthly Salary _____

4.

Evening/Night Differentials _____

5.

Overtime Pay:

a. For work over regular working hours _____
b. For work on designated rest days & holidays _____

6.

Leave with Full Pay:

a. Vacation Leave _____
b. Sick Leave _____

7.

Free transportation to the site of employment and in the following cases, free return transportation to the point of origin upon expiration of the contract, when contract of employment is terminated through no fault of the Nurse and due to force majeure.

8.

The Employer/Establishment shall furnish the Nurse, free of charge, suitable and sanitary living quarters, as well as adequate food or food allowance. For U.S. — bound nurses, relocation/adjustment assistance allowance to the Nurse shall be provided in the amount of US$ _____ upon arrival at jobsite.

9.

Medical and health insurance plans, social security and other fringe benefits consistent with host country laws shall be provided by the Employer.

10.

Workmen's compensation benefits for service-connected illness or injuries or death in accordance with the pertinent laws in the jobsite.

11.

In the event of accident, serious illness or death of the Nurse, the Employer shall notify the Philippine Embassy; and in the event of death, will shoulder the expense of repatriation of the remains and property of the deceased to the Philippines. In case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the Nurse's next of kin and or by the Philippine Embassy.

12.

The Employer shall assist the Nurse in remitting a percentage of his salary through the proper banking channel.

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13.

Termination: a. Termination by Employer: The Employer may terminate this contract on the following grounds: acts of misconduct in office, incompetence, failure to fulfill position responsibilities, dishonesty, insubordination, willful neglect of assigned duties or other activities which, in the opinion of the employer would bring discredit to the establishment. The nurse shall shoulder repatriation expenses. b. Termination by the Nurse: The Nurse may terminate this contract without just cause by serving a written notice on the Employer at least one (1) month in advance. If no notice is served, the Nurse shall shoulder all expenses relative to his/her repatriation back to the Philippines. The Nurse may also terminate this Contract, without any notice, on violation of the terms and conditions of the employment contract by the Employer. The employer shall shoulder the repatriation expenses. c. Termination illness: Either party may terminate the contract on the ground of illness, diseases or injury suffered by the Employee, where the latter's continued employment is prohibited by law or is prejudicial to the health of all concerned. The Employer shall shoulder the cost of repatriation.

15.

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

16.

Settlement of Disputes: All claims and complaints relative to the employment contract of the Nurse 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 of the host country or if the Philippines at the option of the complaining party.

17.

Applicable Law: Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines or the host country. Any applicable provisions on labor employment of the host country are hereby incorporated as part of this contract.

In witness thereof, we hereby sign this contract this _____ day of ____, 19 ____ at Manila, Philippines.

_____

_____

Nurse

Employer

_____

_____

Witness

Witness

Acknowledgment

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