ADOPTION/IMPLEMENTATION OF THE AMENDED STANDARD EMPLOYMENT CONTRACT FOR FILIPINO PERFORMING ARTISTS BOUND FOR JAPAN

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Pursuant to Department Order No. 3, Series of 1994 and in order to promote the general welfare and protect the interest of Filipino Performing Artists employed overseas, the attached Standard Employment Contract (SEC) as amended shall be used by all concerned in the employment of Filipino performing artists bound for Japan.

The SEC, as amended, provides for the minimum requirements/standards for the employment of Filipino performing artists in Japan. Contract with provisions or benefits over and above those provided in this amended SEC shall, however, be honored and implemented.

The Adjudication Office of this Administration shall decide all disputes and claims in accordance with the provisions provided for under this Standard Employment Contract.

This Circular supersedes any and all previous issuances that are inconsistent herewith.

This Circular takes effect immediately.

For strict compliance.

Adopted: 6 Feb. 1995

(SGD.) FELICISIMO O. JOSON
Administrator

MODEL EMPLOYMENT CONTRACT FOR FILIPINO PERFORMING ARTISTS BOUND FOR JAPAN

This CONTRACT is entered into by and between:

A. THE JAPANESE AGENCY: _____

Address: _____

Tel. No. _____ Fax No. _____

hereinafter known as the EMPLOYER represented by his/her authorized PHILIPPINE AGENT _____

with address at_____

Tel. No. _____ Tlx/Fax No: _____

AND

B. THE PERFORMING ARTIST: _____

Address: _____

ARB No: _____

Certificate of Competency No.: _____

Category: _____

Age: _____ Civil Status: _____

Passport No.: _____

Insurance Beneficiary/Nearest Kin: _____

Address: _____

FILIPINO TALENT MANAGER: _____

Address: _____

The ABOVE PARTIES in this contract hereby agree to the following terms and conditions on overseas entertainment/engagement/performance:

1. DURATION AND EFFECTIVITY OF CONTRACT:

1.1

Duration: _____ subject to extension for another 3 months upon mutual agreement of both parties.

1.2

Effectivity: Upon Performing Artist's departure from the Philippines.

2. PERFORMANCE VENUE: _____

OWNER: _____

Address: _____

3. COMPENSATION: Minimum monthly compensation in accordance with pertinent Japanese laws, the computation of which shall commence on the day of departure from the Philippines. Said compensation shall be paid monthly directly to the Performing Artist by the employer.

4. HOURS OF WORK, RESTDAY AND OVERTIME

4.1 Hours of work: Maximum of six (6) hours per day.

4.2 Four (4) restdays a month

4.3. Overtime rate: Prevailing rate in Japan

5. FOOD/ACCOMMODATIONS: Free accommodations and free food, or in lieu thereof a minimum daily allowance of Y1,000.

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6. LIFE AND MEDICAL INSURANCE: Personal Life and Medical Insurance shall be secured by the Employer in Japan for the Performing Artists, in the amount of THREE MILLION YEN (Y3 million) with the Performing Artist's nearest kin as beneficiary. This shall cover work and non-work related death and injury and disability benefits. This is in addition to the mandatory life insurance to be secured in the Philippines by the Philippine Agency.

7. REPATRIATION OF REMAINS: In case of death of the Performing Artist, the Employer shall bear all the expenses for the repatriation of his remains and of his personal properties to his relatives in the Philippines. The proper disposition thereof shall be made upon previous arrangement with the Performing Artist next of kin, or in the absence of the latter, the Labor Attache or appropriate official of the Philippine Embassy/Consulate in Japan.

8. TRANSPORTATION: Free transportation to and from the place of employment subject to the conditions of provision on termination.

9. TERMINATION: Neither party may unilaterally terminate this contract except for the following just causes.

9.1

Termination by Employer: For non-compliance with the terms and conditions of this Contract. The Performing Artist shall shoulder her cost of repatriation back to the Philippines.

9.2

Termination by the Performing Artist: A) Inhuman and/or unbearable statement accorded the Performing Artist by the Employer. B). Violation by the Employer of the terms and conditions of this Contract. In these cases, the Employer shall shoulder all expenses relative to the Performing Artist's repatriation to the Philippines.

10. REMITTANCES: The Employer shall assist the Performing Artist in remitting a portion of his monthly compensation to his designated beneficiary in the Philippines.

11. UNAUTHORIZED DEDUCTIONS: No other deductions in the form of penalties shall be allowed.

12. SETTLEMENT OF DISPUTES: Grievance by any party affecting any of the foregoing provisions of this Contract shall be made in writing and shall be served to the concerned party. If no settlement is reached, either party shall submit the grievance to the Philippine Labor Attache in Japan for conciliation or the POEA which shall have original and exclusive jurisdiction over any and all disputes or controversies arising out or by virtue of this contract.

13. NON-ALTERATION OF CONTRACT: No provision of this Contract shall be altered, amended or substituted without the written approval of the Philippine Overseas Employment Administration of the Philippine Embassy of Japan.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed this _____- day of _____, 199___ at _____.

_____

_____

Employer

Performing Artist

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Philippine Embassy

WITNESSES:

_____

_____

ACKNOWLEDGMENT

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