

MODEL EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD WORKERS

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In view of the implementation of the household workers program, a new model employment contract for Filipino household workers has been formulated and approved by the Administration.

The model employment contract, which provides for the minimum terms and conditions for the employment of Filipino household workers, shall not prejudice the adoption of employment contracts of host countries that grant superior conditions of work and package of benefits over and above those cited in the model contract.

The "Model Employment Contract for Filipino Household Workers" is hereby attached as annex.

This Circular supersedes Memorandum Circular No. 59, Series of 1991 on Model Employment Contract for Filipino Domestic Helpers.

Adopted: 13 Oct. 1994

(SGD.) FELICISIMO O. JOSON

Administrator

"ANNEX"

MODEL EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD WORKERS

Contract No. _____

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

A. Employer _____

Citizenship _____ Passport No. _____

Occupation/Profession _____

Complete Address/location of

Home _____

(House Nr./Street/District/City/Province)

Office _____

(Bldg. Nr./Street/District/City/Province)

Telephone No: (Home) _____ (Office) _____

Telex No. _____ Fax No. _____

herein referred to as the EMPLOYER

B. Represented in _____ by:

(receiving country)

(Name of foreign placement agency/company)

(Address/Telephone/Telex/Fax Numbers)

C. Represented in the Philippines by:

(Name of Philippine Agency/Company)

(Address/Telephone/Telex/Fax Numbers)

and

D. Household Worker _____ Age: _____

Birthdate: _____ Civil Status _____

Passport No. _____ Date/Place of issue _____

Complete Address in the Philippines _____

Visa No. _____ Date of Issue _____

Herein referred to as the WORKER

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment: Residence of employer with address at _____

2. Contract Duration: _____ years commencing from worker's departure from the point of origin to the site of employment. Any extension of the contract period shall be subject to the mutual consent of the parties.

3. Basic monthly salary _____

4. Rest Day: At least one (1) rest day per week, preferably Sunday.

5. Free transportation to the site of employment and to the point of origin upon expiration of contract when contract of employment is terminated through no fault of the worker and or subject to provision no. 12 of this contract.

6. The employer shall furnish the worker free of charge, suitable and sanitary living quarters as well as adequate food or food allowance.

7. Free medical and dental services including facilities and medicine.

8. Vacation leave with full pay not less than 15 calendar days of every year of service to be availed of upon completion of the contract. In case of contract renewal, free round-trip economy class air ticket shall be provided by the employer plus fifteen (15) days salaries/wages as paid vacation leaves.

9. Personal life and accident insurance for the worker to be provided by the employer or worker's compensation benefits for work-connected illness or injuries or death in accordance with the pertinent laws of the host country.

It shall be separate and distinct from, and will be in addition to whatever benefits the worker is entitled under Philippine laws and regulations.

10. In the event of death of the worker during the term of this contract, his/her 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 worker next of kin or by the Philippine Embassy.

11. The employer shall assist the worker in remitting a percentage of his/her salary through proper banking channels.

12. Termination

a. Termination by Employer. The employer may terminate the worker's contract of employment for any of 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; gross habitual neglect by the worker of his/her duties; violation of the laws of the host country. The worker shall shoulder the repatriation expenses.

b. Termination by the Worker. 1) Termination without just cause: the worker may terminate the contract without just cause by serving a written notice to the employer at least one month in advance. Without such notice, the worker shall shoulder her/his return transportation. (2) Termination for a just cause: the worker may also terminate the contract without serving any notice to the employer for any of the following just causes: when the worker is maltreated by the employer or any member 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; unsanitary living conditions, inadequate food and food provisions, deliberate and habitual denial by the employer of the one day a week vacation leave to which the household worker is lawfully entitled; and multiple employers other than stated in the contract. The employer shall pay for the repatriation expenses.

c. 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 to the health of the employer and his household. The repatriation expenses shall be shouldered by the employer.

13. Settlement of Disputes. In case of disputes between the worker and the employer, the matter must be referred by either party to the Philippine Embassy who shall endeavor to settle the issue amicably to the best interest of both parties. If the dispute remains unresolved, the Embassy official shall refer the matter to the appropriate Labor authorities of the host country for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

14. Special Provision:

a. The employer shall, within two days of the arrival of the worker allow the latter to advise the nearest Philippine Embassy/Consulate of his/her arrival.

b. The employer shall allow the Philippine Labor Official or appropriate Philippine Embassy staff regular visitation of the worker at the employer's residence. Any change in address/workplace of the worker be duly reported to the Philippine Embassy/Consulate.

c. The employer shall treat the worker in a just and humane manner. In no case shall physical violence be used upon the worker.

d. The worker shall work solely for the employer and his immediate household. The employer shall in no case require the worker to work in another residence or be assigned in any commercial, industrial or agricultural enterprise.

e. It shall be unlawful to deduct any amount from the regular salary of the worker.

f. The employer shall provide the worker a copy of this employment contract duly verified/processed by POEA.

15. No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA.

16. 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 and 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 _____.

Worker Employer

Philippine Agency Foreign Placement Agency

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