

MODEL EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD WORKERS

POEA (DOLE) MEMORANDUM CIRCULAR NO. 59, October 28, 1991

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A Model Employment Contract has been formulated and approved by the Administration for Filipino household workers.

The model contract, which provides for the minimum terms and conditions for the employment of Filipino household workers worldwide, shall not be prejudicial to other employment contracts with provisions and benefits over and above those cited in subject model contract.

The "Model Employment Contract for Filipino Household Workers" is hereby attached as annex (see below) to this circular.

For guidance.

Adopted: 28 Oct. 1991

(Sgd.) JOSE N. SARMIENTO
Administrator

Model Employment Contract for Filipino Household Workers

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

A.

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

B.

Helper _____
Civil Status _____
Passport No. _____
Date & Place of issue _____
Address _____

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

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 helper and due to force majeure.

6.

The employer shall furnish the househelper 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 of not less than 15 calendar days for 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.

9.

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

10.

In the event of death of the helper 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 Helper's next of kin or by the Philippine Embassy.

11.

The Employer shall assist the Helper in remitting a percentage of his/her salary through proper banking channels.

12.

Termination

a. Termination by Employer: The employer may terminate the helper's contract of employment for any of the following just causes: serious misconduct or willful disobedience by the househelper of the lawful orders of the

employer or immediate household members in connection with his/her work; gross habitual neglect by the househelper of her duties; violation of the laws of the host country. The Helper shall shoulder the repatriation expenses.

b. Termination by the Helper: 1) Termination without just cause: the Helper may terminate the contract without just cause by serving a written notice on the employer at least one month in advance. Without such notice, the Helper shall shoulder her/his return transportation. 2) Termination for a just cause: the Helper may also terminate the contract without serving any notice on the employer for any of the following just causes: when the helper 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. 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 helper, 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 dispute between the helper 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 Labour authorities of the host country for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

14.

Special Provisions:

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

b. The helper shall work solely for the Employer and his immediate household. The Employer shall in no case require the helper to work in another residence or be assigned in any commercial, industrial or agricultural enterprise. c. It shall be unlawful to deduct any amount from the regular salary of the helper other than compulsory contributions prescribed by law. Such deductions must be issued a corresponding receipt.

c. The Employer shall provide the helper 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 of 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 Manila, Philippines.

Helper

Employer

Acknowledgment

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