

STANDARD EMPLOYMENT CONTRACT FOR HSW

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

A. Employer:

Address: _____

ID No.: _____

Contact No.: _____

B. Represented in the Philippines by:

Name of Agency: _____

Address: _____

Contact Number _____

C. Employee:

Civil Status: _____

Passport
Number: _____

Date & Place
of Issue: _____

Address: _____

Voluntary binding themselves to the following terms and conditions:

1. Site of Employment: _____
2. Contract Duration: _____ years commencing from the employee's departure from the point of origin to the site of employment.
3. Basic monthly salary _____ EURO (€ _____)
4. Working Hours: The household service worker shall work a total of eight 8 hours a day or 40 hours a week. Should the worker's work hours exceed 8 hours a day (not exceeding 48 hours a week), the worker will be entitled to free hours or overtime pay consistent with the law of _____.
5. 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 work connected or work aggravated injury of illness;
 - d. force of majeure; and
 - e. in such other cases when contract of employment is terminated through no fault of the employee.
6. The employer shall provide the household service worker, free of charge, separate, suitable and sanitary living quarters as well as adequate food or food allowance.
7. Vacation leave with full pay of not less than 15 calendar days for every year of service to be availed upon the completion of the contract. In case of contract renewal, free round-trip economy class air ticket shall be provided by the employer. In case the worker opts to spend her vacation leave at the worksite, the monetary equivalent of the round-trip air ticket shall be given to her.

8. Free emergency medical and dental services and facilities including medicine.
9. Personal life accident insurance in accordance with host country and/or Philippine government laws without cost to the worker.
10. The worker authorizes the Philippine Government, through its authorized agents and personnel, to collect personal information, specifically latest contact numbers and addresses, directly or through the employer upon their request. It is acknowledged that the information requested will be used exclusively within the mandate of the offices and agencies as provided by Philippine laws.
11. In the event of death of the employee during the term 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 or by the Philippine Embassy.
12. The Employer shall assist the worker in remitting a percentage of his salary through proper banking channels or other means authorized by law.
13. Termination
 - a. Termination by the Employer: The employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of the household service worker of the lawful orders of the employer or immediate household members in connection with her work; gross habitual neglect by the household service worker of her duties; violation of laws of the host country and/ or terms of this Agreement. The employee shall shoulder the repatriation expenses.
 - b. Termination by household service worker: 1. Termination without just cause: the HSW 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 HSW shall shoulder her return transportation. 2. Termination for a just cause: the worker may also terminate without serving any notice on 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 wages, physical molestation and assault. The employer shall pay the repatriation expenses back to the Philippines.
 - c. Termination due to illness: Either party may terminate the contract on the ground 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.
14. Settlement of disputes: In case of dispute between household service worker and the employer, the matter must be referred by either party to the Philippine Embassy/Labor Attache who shall endeavor to settle amicably to the best interest of both parties, as appropriate. If the dispute remains unresolved, the embassy official shall refer the matter to the appropriate Labor authorities of host country for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.
15. Special Provisions:

- a. The employer shall treat the household service worker in a just and humane manner. In no case shall physical violence be used upon the household service worker.
 - b. The household service 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.
 - c. The employer shall not deduct any amount from the regular salary of the household service worker other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.
 - d. The employer shall for the household service worker's work/residence permit and exit/re-entry visa.
 - e. It shall be unlawful for the employer to hold or withhold the Helper's passport with or without his/her consent.
 - f. The work/residence permit of the household service worker shall remain in her possession.
16. No provision of this employment agreement shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA.
17. In the event of war, civil disturbance or major natural calamity, the employer shall repatriate the worker at no cost to the worker.
18. Applicable Law: Other terms and conditions of employment, which are consistent with the above provisions, shall be governed by the pertinent laws of _____.

In witness thereof, we hereby signed this contract this ____ day of _____
 20__ at _____.

 Employee

 Employer

 Philippine Representative
 (Licensed Recruitment Agency)

 Foreign Recruitment Agency