

# STANDARD EMPLOYMENT CONTRACT

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: \_\_\_\_\_

**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: \_\_\_\_\_ year/s commencing from the employee's departure from the point of origin to the site of employment.
3. Employee's Position: \_\_\_\_\_
4. Basic monthly salary: \_\_\_\_\_ EUR
5. Working Hours: 40 hrs/week
6. Overtime Pay:
  - a. For work over regular working hours: \_\_\_\_\_
  - b. For work on designated rest days & Sundays & holidays: \_\_\_\_\_
7. Leave with Full Pay:
  - a. Vacation Leave: \_\_\_\_\_
  - b. Sick Leave: \_\_\_\_\_
  - c. All other leaves as provided by \_\_\_\_\_ Law
8. All statutory bonuses and allowances as provided by law.
9. 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.

10. Free housing or allowance of \_\_\_\_\_ Euro. Free Food or Food allowance amounting to \_\_\_\_\_ Euro.
11. Free emergency medical and dental services and facilities including medicine.
12. Personal life accident insurance in accordance with host country and/or Philippine government laws without cost to the worker.
13. 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.
14. 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.
15. The Employer shall assist the employee in remitting a percentage of his salary through proper banking channels or other means authorized by law.
16. Termination
  - a. Termination by the Employer: The employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, when employee violates customs, traditions, and laws of the host country and/ or terms of this Agreement. The employee shall shoulder the repatriation expenses.
  - b. Termination by Employee: The employee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative, inhuman and unbearable treatment accorded the employee by the employer or his representative, commission of a crime/ offense by the employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.
    - b.1 The employee may terminate this Contract without just cause by serving one (1) month in advance notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall shoulder all expenses relative to his repatriation back to his point of origin.
  - c. Termination due to Illness: Either party may terminate the contract on the ground of illness, disease or injury by the employee. The employer shall shoulder the cost of repatriation.
17. Settlement of disputes: All claims and complaints relative to the employment contract of the employee shall be settled in accordance with the Company policies, rules and regulations. In the case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/ Consulate nearest competent or appropriate government body in host country or in the Philippines if permissible by host country laws at the option of the complaining party.

18. The employee shall observe employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.
19. No provision of this employment agreement shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA.
20. 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)

\_\_\_\_\_  
Witness