

**Philippine
Overseas
Employment
Administration**

Republic of the Philippines
Department of Labor & Employment
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MEMORANDUM CIRCULAR NO. 42
Series of 1990


TO : All Concerned
Subject : SAMPLE EMPLOYMENT CONTRACT FOR VARIOUS SKILLS

The Administration has developed a sample contract for various skills providing for the terms and conditions of employment as required by the POEA rules and regulations. Said contract shall serve as model for all landbased overseas contract workers except for domestic helpers and entertainers.

The terms and conditions provided in this contract may be improved/upgraded without prejudice to already adopted or the subsequent adoption of country and/or skills - specific model employment contracts arising out of bilateral agreements with the host countries.

The SAMPLE EMPLOYMENT CONTRACT FOR VARIOUS SKILLS is hereby attached as annex to this Circular.

For guidance.


JOSE N. SARMIENTO
Administrator

19 July 1990

STANDARD EMPLOYMENT CONTRACT
FOR VARIOUS SKILLS

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

A. Employer _____
Address _____
P.O. Box No. _____ Tel. No. _____

B. Represented in the Philippines by :
Name of Agent/Company: _____
Address: _____

and

C. Employee _____
Civil Status _____ Passport No. _____
Date & Place of Issue _____
Address _____

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment _____
2. Contract Duration _____
commencing from employee's departure from the point of origin to the site of employment.
3. Employee's Position* _____
4. Basic Monthly Salary _____
5. Regular Working Hours: Maximum of 8 hours per day, six days per week
6. Overtime Pay:
a. For work over regular working hours : _____
b. For work on designated rest days & holidays : _____
7. Leave with Full Pay:
a. Vacation Leave _____
b. Sick Leave _____
8. 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 or illness; d. force majeure and; e. in such other cases when contract of employment is terminated through no fault of the employee.
9. Free food or compensatory allowance of US\$ _____, free suitable housing.
10. Free emergency medical and dental services and facilities including medicine.
11. Workmen's compensation benefits for service-connected illness or injuries or death in accordance with the pertinent laws of _____.
12. In the event of death of the Employee during the terms 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 and or by the Philippine Embassy/Consulate nearest the jobsite.
13. The Employer shall assist the Employee in remitting a percentage of his salary through the proper banking channel or other means authorized by law.
14. Termination: Neither party may unilaterally cancel the contract except for legal, just and valid cause(s).
a. Termination by Employer - The Employer may terminate

this contract on grounds of closure or cessation or operation of the establishment/undertaking or due to retrenchment to prevent losses, by serving a written notice to the employee at least one (1) month before the intended date thereof or payment of separation/termination pay equivalent to one (1) month salary. The employer shall bear the repatriation expenses of the employee. The Employer may also 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, engaging in trade union activities, when Employee violates customs, traditions, and laws of _____ and/or terms of this Agreement. The Employee shall shoulder the repatriation expenses.

b. Termination by the Employee - The Employee may terminate this Contract by serving one (1) month in advance written notice to the employer. If no notice is served, the employee shall shoulder all expenses relative to his repatriation back to his point of origin. The employee may also terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer of 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 and violation of the terms and conditions of the employment contract by the Employer or his representative. 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, diseases or injury suffered by the employee. The employer shall shoulder the cost of repatriation.

15. Settlement of Disputes: All claims and complaints relative to the employment contract of the employee shall be settled in accordance with Company policies, rules and regulations. In case the employee contests the decision of the Employer, the matter shall be settled amicably with the participation of the Labor Attache or any authorized representative of the Philippine Embassy/Consulate nearest the site of employment. In case the amicable settlement fails, the matter shall be submitted to the 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.

16. The Employee shall observe Employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.

17. Applicable Law: Other terms and conditions of employment which are consistent with the above provisions shall be governed by the pertinent laws of the _____.

In witness thereof, we hereby sign this contract this _____ day of _____, 19__ at Manila, Philippines.

Employee

Employer

Philippine Representative
(Licensed Recruitment Agency)

Witness

Acknowledgement

Witness