

**EMPLOYMENT CONTRACT
FOR FILIPINO HOUSEHOLD WORKERS**

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

- A. **Name of Employer:** _____
Address: _____ **Tel. No.:** _____
Citizenship: _____ **Passport No.:** _____
- B. **Name of Household Worker:** _____
Civil Status: _____ **Passport No.:** _____
Date of Issue: _____ **Place of Issue:** _____

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 the 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 or when contract of employment is terminated through no fault of the help and due force majeure.
6. The employer shall furnish the house helper 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, the employer shall provide a free round trip economy class air tickets.
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 of Employment.**
 - 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 house helper of the lawful orders of the employer or immediate household members in connection with his/her work, gross habitual neglect by the house helper 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 his/her return transportation.

2) **Termination for a just cause:** The Helper may also terminate the contract without **servicing** 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 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 employee shall shoulder the repatriation expenses.

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, which 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 Provision:**

- a) **The Employer** shall treat the House helper in a just and humane manner. **In no case** shall physical violence be used upon the House helper.
- 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 agriculture 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 **issued a corresponding receipt**.
- d) **It shall be unlawful** for the Employer to hold or withhold the Helper's passport **without his/her consent**.
- e) **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** 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.

Signature of Employer

Date: _____

Place: _____

Signature of Household Worker

Date: _____

Place: _____

EMPLOYER'S SIGNATURE VERIFIED BY: