



**DEPARTMENT OF LABOR AND EMPLOYMENT
PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION**

**EMPLOYMENT CONTRACT
FOR FILIPINO HOUSEHOLD SERVICE WORKERS**

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

A.

Employer: _____

Address: _____

Civil Status: _____ Tel. No.: _____ Fax No: _____

Represented in the host country by:

Foreign Placement Agency: _____

Address: _____

Contact Numbers: _____ Fax No: _____

and the

B. Household Service Worker: _____ AGE: _____

Philippine Address: _____

Civil Status: _____ Contact Numbers: _____

Passport No.: _____ Date and Place of Issue: _____

Represented in the Philippines by:

Philippine Recruitment Agency: _____

Address: _____

Contact Numbers: _____ Fax No: _____

Voluntary binding themselves to the following terms and conditions:

1. Site of Employment: _____
(In Malaysia)
2. Contract Duration: _____ years. (maximum of 2 years commencing from helper's departure from the point of origin to the site of employment).
3. Basic monthly salary(US\$) _____
4. Work Hours: 8 hours per day.
5. Rest day: At least one (1) rest day per week
6. Free transportation to the site of employment and back to the point of origin upon expiration of contract or when contract of employment is terminated through no

fault of the helper and/or due to force majeure. In case of contract renewal, free round-trip economy class air ticket shall be provided by the employer.

7. The employer shall furnish the house helper, free of charge, separate, suitable and sanitary living quarters as well as adequate food or food allowance.
8. Free medical and dental services for the household service worker including facilities and medicine.
9. 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.
10. The employer shall provide the helper with personal life, accident, medical and repatriation insurance with a reputable insurance company in the host country.
11. 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.
12. The Employer shall assist the Helper in remitting a percentage of his/her salary through proper banking channels.
13. 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 household service worker of the lawful orders of the employer or immediate household members in connection with his/her work; gross habitual neglect by the house service worker 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 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/her 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 of 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/her household. The repatriation expenses shall be shouldered by the employer.
14. 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.

15. Special Provisions:

- a. The employer shall treat the house service worker 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/her 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. The employer shall not deduct any amount from the regular salary of the helper other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.
- d. The employer shall pay for the worker's residence permit, exit-re-entry visa.
- e. The passport and work permit / iqama of the worker shall remain in her possession.

16. No provisions of this contract 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. 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 _____, 20____ at _____, _____.

(NAME AND SIGNATURE OF HELPER)

(NAME AND SIGNATURE OF EMPLOYER)

(PHILIPPINE RECRUITMENT AGENCY)

(FOREIGN PLACEMENT AGENCY)

(MALAYSIAN NOTARY PUBLIC)

Note: This contract shall be verified by the Philippine Overseas labor Office (POLO) and authenticated by the Philippine Embassy (Consular) before submission to POEA