

Employment Contract for Filipino Household Workers

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

A. Employer : _____
Address : _____
Tel. No : _____

Represented in the Philippines by:

Name of Agency/Company : _____
Address : _____

AND

B. Employee : _____
Place of Birth : _____
Date of Birth : _____ Civil Status _____
Address : _____

Voluntary binding themselves to the following terms and conditions:

Fact of Employment:

1. Site of Employment : Residence of employer, with address at:

2. Contract duration ____ years commencing upon assumption to duty of the employee at the site of employment.
3. Basic monthly salary _____
4. Rest day : at least one (1) rest day per week, preferably Sunday.

Other Terms and Conditions:

1. The employer shall furnish the employee free of charge suitable and sanitary living as well as adequate food.
2. Free medical and dental services including facilities and medicine. Vacation leave with full pay of not less than 15 calendar days for every year service-
3. Personal life and accident insurance for the employee 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.

4. 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 with the assistance of the Employer. In case the repatriation of the 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.
5. Termination
 - a. Termination by Employer:

The Employer may terminate the Employee's contract of Employment for any of the following just causes: serious misconduct or willful disobedience by the Employee of the lawful orders of the Employer or Immediate household members in connection with his/her work; gross habitual neglect of the employee of his/her duties; violation of the laws of the host country.
 - b. Termination by the Employee:
 1. Termination without just cause: the employee may terminate the contract without just cause by serving a written notice on the employer at least 1 (one) month in advance.
 2. Termination for just a cause: the employee may also terminate the contract without serving any notice on the employer for any of the following just causes: when the employee is maltreated by the employer or any member of his household; when the employer commits any of the following acts – deliberate non-payment of salary, physical molestation and physical assault.
 - c. Termination due to illness:

Either party may terminate the contract on the grounds of illness, disease or injury suffered by the employee, 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.
6. Settlement of Disputes:

In case of dispute between the employer and the employee, 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 officials shall refer the matter to the appropriate Labor authorities of the host country for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

7. Special Provision:
- a. The employer shall treat the employee in a just and human manner. In no case shall physical violence be used upon the employee.
 - b. The employee shall work solely for the employer and the immediate members of his family.
 - c. It shall unlawful to deduct any amount from the regular salary of the employee other than compulsory prescribed by law. Such deductions must be issued a corresponding receipt.
 - d. The employer shall provide the employee a copy of the employment contract duly verified/processed by POEA.
8. No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or the Philippine Overseas Employment Administration (POEA).
9. Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines of 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 _____200____
At the city of Rome, Italy.

Employee

Employer