

EMPLOYMENT CONTRACT

This Employment Contract (hereinafter referred to as the contract) is made and entered into this (Date) _____ between _____ a company duly organized and existing under the laws of _____ (hereinafter referred to as the Employer).

AND

Mr. _____ : (hereinafter referred to as the Employee)
Nationality : Filipino
Date of Birth : _____
Passport No./Issue date : _____
Present Address : _____

WITHNESETH

Whereas, the Employer agree to employ the Employee, and whereas, the Employee agrees to work for the Employer on the following terms and conditions in the Employers Project.

Article 1.Period of Employment Contract

This contract shall be valid for a period of _____ to the date of arrival at the first job site, but it may be renewed or extended upon mutual consent.

Article 2.Job Title

The Employee shall be employed as _____.

Article 3.Work Place

The Employee shall perform his services in any construction site and such other locations as the Employer may designate.

Article 4.Wage

The Employer agree to pay the Employee a wage of US\$_____, as basic money rate.

The working days start from every _____ of the month to the _____ of the next month.

In remittance, the wage shall be remitted with a standard exchange rate of a telegraphic transfer selling rate of the last day of the pay month.

The wage shall be paid on the _____ every month and shall be remitted to the employee account. And the remittance fee shall be borne by the Employee.

In Case the Employee becomes unable to work or remains stand-by due to the construction schedule of the Employer, circumstance such as combat and bombing in job site. If the injury prevented by the employee from performing duties of his job shall pay him sixty percent of basic wage shall be part of the employee fro during treatment period.

During natural disasters such flood or draught, the employee shall not claim to ask compensation including wage.

Article 5.Working Hour

The basic working hours are _____ hour/s per day, _____ hours per week.

Hours worked in excess of above range, exclusive of intervals for prayer and transportation, rest and meals, are considered over time work and shall be paid at a rate of _____ of the basic hourly rate.

Hours for awaiting the process to exit the hired country without work shall not be counted as working hours.

Article 6. Weekly Allowance

Incase the Employee continues to work for _____ hours a day, _____ days per week without taking any leave, Friday of the week shall be regarded as an official holiday with a full pay of _____ regular working hour. With mutual consent, the Employer shall put the employee into work in holiday at a rate of _____ of the hourly rate.

Article 7. Probation Period

Probation period is _____ months counting from the date of arrival of the Employee at the first job site and if is this period the Employee is found disqualified to perform his service specified in Article 2 of this contract, the Employer shall reserve that right to terminate this contract and return airfare shall be entirely borne by the Employee himself.

If there are some amount of the retained money specified in the Article 18 of this contract and unpaid salary, the Employee shall bear only balance amount between the return airfare and the above said money.

In this case of termination, The Employee shall not claim damages to the Employer under any circumstances.

Article 8. Airfare

One way airfare from Philippines to site shall be provided by the Employee and one way return airfare from the site to the Philippines after due completion of then contract period shall be paid by the Employer.

However in any case the Employee fails to render service for consecutive _____ months, the return airfare shall be borne by the Employee himself.

Article 9. Food and Accommodation

The Employer shall provide the employee with proper accommodation, kitchen facilities, cooking utensils, water, power and food at free of charge.

The Employee shall be paid at the amount of _____ per month for one employee including daily necessities if the Employer provides no meals.

Article 10. Medical Facilities

The Employee shall be given first aid treatment through field clinic of the Employer at free of charge, however any injury which is caused during off duty or by negligence of the Employee and / or sickness which is proved chronicle and inveterate by doctor's diagnosis report shall be sole responsibility of the Employee himself within the range of his retained money and unpaid monthly salary.

Article 11. Local Tax

The Employee shall bear all kinds of Taxes or charge imposed on him according to any applicable laws, without limitation order to any regulations of the country in which the job site is located.

Article 12. Insurance and Disaster Compensation

1. The Employee shall take out insurance for health compensation and injury treatment in the Philippines with his own expense prior to being dispatched.
2. When the Employee is dead on duty the Employer shall undertake to bear _____ of consolation money and all the expenses in the hired country. But in case of injury on duty, the Employer shall bear the expenses in the hired country.

Article 13. Retirement Pay

The Employer shall pay, as the retirement payment, to the Employee _____ day's basic wages upon completion of contract period.

In case of month fixed wage Employee, the Employer shall pay the half of his Monthly Fixed Wage to the Employee upon completion of contract period. The retirement payment shall be paid every consecutive _____ months.

Article 14. Custody of Passport

Upon arrival at the job site, the Employee shall entrust his passport and I.D. Card to the Employer for safekeeping. The Employee shall bear all expenses requested to extend the validity of his passport, if the validity of his passport expired within the terms of this contract.

Article 15. Termination of Employment

If either party desires to terminate this contract, one month's notice prior shall be given to the other party. The Employer may pay one month's basic wages in lieu of serving the notice.

In case of termination for the reasons stipulated in Article 16 of this contract with his own reasons or intentions the cost of the air ticket shall be paid by the employee and advance notice shall not be exercised.

Acceptance of letter of resignation in case of personal disease on intention and decision of dismissal lead this contract to an end.

This contract shall come to an end upon death of the employee or his disability to perform his work as established by a medical certificate to be issued by hospital designated by the employer.

Article 16. Dismissal

The Employer shall reserve the right to rescind the contract without giving advance or indemnity in case the Employee commits the following conducts and the return airfare shall be borne by the Employee himself.

1. Regarding of duration being on-the-job or of -the-job, if the Employee commits and assault against the Employer or against any of his supervisor.
2. If the Employee fails to fulfill the essential obligation called for from the labor law or to obey legitimate order, or if, in spite of being warned in writing he deliberately fails to observe the instruction given by the Employer such as job instruction safety and security regulation of the Employer regulation.
3. If the Employee is proved to have adopted bad conduct or to have committed an act affecting honesty and honor.
4. If the Employee deliberately commits any act or negligence intentionally causing properties damage and loss to the Employer.
5. If the Employee resorts to forgery, pilferage and robbery.
6. If the Employee is absent from the job site without justifiable reason for more than _____ day/s in _____ year/s or for more than _____ consecutive days.
7. If without permission from his immediate supervisor, the Employee leaves his occupational place of work provided for his treatment.
8. If the Employee divulges any industrial and commercial secrets of the Employer of the work which he is engaged.

9. If the Employee commits himself any misbehavior and immoral conduct, which contravenes the law and regulations of the hired country.
10. If the Employee violates any law of hire country or participates in strikes, sabotage and demonstration.
11. If the Employee's disease or injury is not sustained on his duty hours which will require a long term treatment of bring about difficulties in the fulfillment of his duties.

Article 17.Compensation of Damage

If the Employee causes any loss damage or destruction of materials, machinery or products which belong to or being in the custody of the Employer which are resulted from the Employee's fault of force majeure the Employer may withhold from the Employee's salary, the amount required of for restring thing to their original condition according to regulation of the Employer.

Article 18.Others

1. All those time and period stipulated in this contract are based on the Gregorian calendar.
2. If due to delays in immigration formalities at the end of this contract, the Employee can not leave hired country immediately, the Employer will give him temporary work till the immigration formalities are completed and such Employee will have not other claim except the wages and overtime for temporary extended period that he has worked.
3. The Employer should understand, obey the office rules and regulations, and execute his duties with efficiency honesty and fidelity to the Employer.
4. The Employer shall be responsible for safety measures to protect the Employee and shall bear all expenses to transfer the Employee to Philippines incase of war risk, emergency case; any attacks shall be taken to the Employee. The Employer shall perform the instruction of _____ and Philippine government of Philippine Department of Employment to return back the Employee during such period. And also in case the Employer move the Employee to a safe place the Employer shall report to the Philippine Embassy.
5. Other condition as per _____ .

IN WITNESS THEREOF, both parties hereby have signed this contract on the day month and year shown on the first page of this contract.

For and on behalf of the Employer:

The Employee:

Name:

Title:
