



DEPARTMENT OF LABOR AND EMPLOYMENT
PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION

STANDARD EMPLOYMENT CONTRACT
FOR FILIPINO DOMESTIC WORKER

NOT FOR SALE

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. Domestic Worker (DW): _____

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.: _____

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment: _____
2. Contract Duration: _____ years. (maximum of 2 years commencing from DW's departure from the point of origin to the site of employment)
3. Minimum basic Monthly Salary: _____. In the event of Malaysian Ringgit (RM) fluctuation by 10% (+/-) against the US Dollar, the equivalent local currency (RM) will be adjusted accordingly upon official issuance from POLO. (*Minimum basic monthly salary is USD400.00 or RM1,680.00*)
4. Working Hours: The DW shall be provided with continuous rest of at least 8 hours per day.
5. Rest Day: At least one (1) rest day per week shall be provided to the DW. In case the DW is required by the employer to work during rest day, the employer must compensate the DW at RM 65.00 per worked rest day.

6. Free transportation to the site of employment and back to point of origin upon expiration of contract or when contract of employment is terminated through no fault of the DW and/or 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 DW, 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 DW including facilities and medicine.
9. Vacation leave with full pay of not less than 15 calendar days for every year of service shall be provided to the DW, to be availed of upon completion of the contract.
10. The employer shall provide the DW with personal life, accident, medical and repatriation insurance from a reputable insurance company in the host country.
11. In the event of death of the DW during the term of this contract, his/her remains and personal belongings shall be repatriated to 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 DW's next of kin or by the Philippines Embassy.
12. The Employer shall assist the DW in remitting a percentage of his /her salary through the proper banking channels.
13. Termination:
 - a. Termination by Employer: The Employer may terminate the DW's contract of employment for any of the following just causes: serious misconduct, willful disobedience of the DW of the lawful orders of the employer or immediate household members in connection with his/her work; gross habitual neglect by the DW of his/her duties; violation of the laws of the host country. The DW shall shoulder the repatriation expenses.
 - b. Termination by the DW: 1) Termination without just cause: the DW may terminate the contract without just cause by serving a written notice on the employer at least one month in advance. 2) Termination for a just cause: the DW may also terminate the contract without serving any notice to the employer for any of the following just causes: when the DW 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 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 DW, 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 DW and the employer, the matter must be referred by either party to the Philippine Embassy who shall endeavor to settle the issue amicably to 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 DW in a just and humane manner. In no case shall physical violence be used upon the DW.
 - b. The DW shall work solely for the Employer and his/her immediate household. The Employer shall in no case require the DW 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 DW other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.
 - d. The employer shall pay for the DW's residence permit, exit-re-entry visa.
 - e. The passport and work permit of the DW 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 DW at no cost to the DW.
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 laws 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 Domestic Worker)

(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.

AFFIDAVIT OF UNDERTAKING

I, _____ of legal age, with Postal Address at _____ and Tel. No. _____, after having duly sworn in accordance with law do hereby depose and say:

1. That I am the lawful employer of Mr./Ms. _____ with postal address in the Philippines at _____;

2. That I am duly bound to undertake the following, to wit:
 - a. To faithfully abide by the terms and conditions of the **Philippine Overseas Employment Administration (POEA) Employment Contract** entered into by both parties (Annex A);

 - b. To ensure that the passport is in possession of the worker at all times;

 - c. To allow the worker to go on day off at least once a week whenever applicable without any deductions from his/her salary;

 - d. That in case of labor disputes, I also undertake to surrender the worker to the **Philippine Embassy/ Philippines Overseas Labor Office (POLO)**, his/her Passport along with other documents and his/her personal belongings and facilitate all requirements for repatriation;

 - e. To repatriate the worker to the point of origin at no cost to him/her;

 - f. To ensure that the salary of the worker is being sent regularly to his/her family without need of demand from her;

 - g. To allow the worker to communicate/talk to his/her family in the Philippines when the need arises; and,

 - h. To undertake any and all acts that may be necessary and required for the welfare of the worker

IN WITNESS WHEREOF I HAVE HEREUNTO AFFIXED MY SIGNATURE TO THIS UNDERTAKING this _____ day of _____, 20____ at the Philippine Overseas Labor Office (POLO), Philippine Embassy, Kuala Lumpur, Malaysia

CONFORME:

(Worker's Name and Signature)

(Employer's Name and Signature)

IC/Passport Number: _____