

**CONTRACT OF EMPLOYMENT  
(FOR HOUSEHOLD WORKER)**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS AGREEMENT is entered into by and between  
\_\_\_\_\_ of legal age,  
\_\_\_\_\_ citizen, and presently residing at  
\_\_\_\_\_  
hereinafter referred to as the EMPLOYER  
and \_\_\_\_\_ of legal age, Filipino citizen, hereinafter  
referred to as the EMPLOYEE.

**WITNESSETH**

1. THAT the Employer hereby hires the Employee as HOUSEHOLD WORKER to perform such duties pertinent to the normal running of the household of the Employer.
2. THAT the Employee shall be employed by the Employer for **one (1) year subject to renewal** upon agreement of both parties.
3. THAT the Employee shall receive a monthly salary comparable to the prevailing minimum wage in the place of employment which shall not in any case be less than \_\_\_\_\_ and shall receive an advance of \_\_\_\_\_ of the monthly salary may be increased but not decreased during the period of employment.
4. THAT the Employer shall provide the Employee with **free furnished livable accommodation, regular meals and working clothes, to include winter clothes, during the term of this contract.**
5. THAT in the event that the Employee suffers physical injury by accident or illness arising out of and in the course of employment, the **Employer shall defray all the expenses incurred by the Employee on account of medical treatment, including hospitalization etc., until the Employee has totally recuperated.**
6. THAT the Employee shall be paid the basic salary for the duration of such illness or disability. **Sick leave with pay shall not exceed thirty (30) days.**
7. THAT the Employer shall enroll the Employee in a reputable **Medical, Dental and Accident Insurances, as an added protection for both parties, the cost of which shall be borne by the Employer.**
8. THAT in the event of a licensed medical practitioner certifying that Employee is unfit to render further to the Employer, the Employer shall immediately take steps to **provide travel allowance and return air passage to the Philippines for the Employee.**
9. THAT the Employer shall provide the Employee **free travel allowance and air passage to the place of employment and return to the Employee's hometown** in the Philippines after termination of employment.
10. In the event the Employee willfully deserts the Employer or through the Employee's fault without cause fails to complete the duration of the contract of employment, the Employee shall not be entitled to free return passage to the Philippines.
11. THAT the Employer shall assist the Employee in the regular remittance of at least \_\_\_\_\_% of the monthly salary to the Employee's beneficiaries in the Philippines through the normal banking channels.
12. THAT after **every year in service, the Employee shall be entitled to two (2) weeks or fifteen (15) days home leave in the Philippines with pay, and the travel allowance and air passage to the hometown** in the Philippines and the return to Japan shall be provided for by the Employer.

13. THAT in the event the Employer wishes to terminate this contract, **one (1) month separation wage shall be paid to the Employee or one (1) month in lieu thereof.**
14. THAT the Employer may terminate this contract without prior notice or payment in lieu of notice, if the Employee, in relation to the employment:
  - i) willful disobeys a lawful and reasonable orders;
  - ii) commits misconduct such as fraud or dishonesty;
  - iii) is habitually neglectful of the required normal duties; or
  - iv) is unfit to render service as certified by a licensed medical practitioner.
15. THAT the Employee may terminate this contract without prior notice or forfeiture of wages if the Employee is subjected to inhuman treatment, unwarranted cruel punishment, physical abuse and mental anguish or there is reasonable fear of physical abuse and violence or disease while in the employ of the Employer or is required to perform other acts not within the scope of the regular working duties which are indecent, immoral and repulsive to basic human decency.
16. THAT in the event of death of the Employee during the terms of this agreement, his/her remains and personal belongings shall be repatriated to the Philippines at the expense of the Employer, in case the repatriation of the remains is not possible, the same may be disposed of upon approval of the Employee's next of kin and/or by the Philippine Embassy/Consulate nearest the jobsite.
17. THAT either party may seek the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/Consulate nearest site of employment, in the amicable settlement of any differences or disputes which may arise in relation to the employment of the employee. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in host country or in the Philippines if permissible by host country laws at the option of the complaining party.
18. THIS contract shall take effect on the departure date of the Employee from Manila to Japan.

**IN WITNESS WHEREOF**, the contracting parties having read carefully and fully understanding the terms and conditions of this contract, hereunto set their signatures, the EMPLOYER on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ and EMPLOYEE on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

EMPLOYER	EMPLOYEE
WITNESSES	
1. _____	1. _____
2. _____	2. _____