



**DEPARTMENT OF MIGRANT WORKERS  
MIGRANT WORKERS OFFICE**

**STANDARD EMPLOYMENT CONTRACT FOR VARIOUS SKILLS**

NOT FOR SALE

**This employment contract is executed and entered into by and between:**

A. Employer : \_\_\_\_\_  
Address : \_\_\_\_\_

P.O. Box No. : \_\_\_\_\_ Tel. No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_

B. Represented in the Philippines by:

Name of Agent/Company : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone No. : \_\_\_\_\_ Email : \_\_\_\_\_

C. Employee : \_\_\_\_\_

Civil Status : \_\_\_\_\_ Passport No. : \_\_\_\_\_

Date and Place of Issue : \_\_\_\_\_

Philippine Address : \_\_\_\_\_

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment : \_\_\_\_\_

2. Contract Duration : The contract duration will be for \_\_\_\_\_ commencing from \_\_\_\_\_ to \_\_\_\_\_.

3. Employee's Position : \_\_\_\_\_

4. Basic Monthly Salary : \_\_\_\_\_

5. Regular Working Hours : Maximum of \_\_\_\_\_ hours / day, \_\_\_\_\_ days / week

**6. Overtime Pay :**

a. For work over regular working hours (amount per hour): \_\_\_\_\_

b. For work on designated rest days & holidays (amount per day) : \_\_\_\_\_

**7. Leave with Full Pay :**

a. Vacation Leave (number of days per year) : \_\_\_\_\_

b. Sick Leave (number of days per year) : \_\_\_\_\_

8. Free transportation to the site of employment; and in the following cases, free return transportation to the place of origin in the Philippines:
  - a. expiration of the contract;
  - b. termination of the contract by the employer without just cause;
  - c. if the employee is unable to continue to work due to work connected or work aggravated injury or illness;
  - d. force majeure; and
  - e. in such other cases when contract of employment is terminated through no fault of the employee.
9. Free food or compensatory allowance of \_\_\_\_\_, free suitable housing.
10. Free emergency medical and dental services and facilities including medicine.
11. Personal life and accident insurance in accordance with host government and/or Philippine government laws without cost to the worker.
12. In the event of death of the Employee during the terms of this agreement, his 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 Employee's next of kin and or by the Philippines Embassy/Consulate nearest the jobsite.
13. The Employer shall assist the Employee in remitting a percentage of his salary through the proper banking channel or other means authorized by law.
14. **Termination:**
  - a) **Termination by Employer:** The Employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of Employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, when Employee violates customs, traditions, and laws of Philippines and China and/or terms of this Agreement. The Employee shall shoulder his/her repatriation expenses.
  - b) **Termination by the Employee:** The Employee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative; inhuman and unbearable treatment accorded the employee by the employer or his representative; commission of a crime/offense by the employer or his representative and violation of the terms and conditions of the employment contract by the employer or his representative. Employer shall pay the repatriation expenses back to Philippines.
    - b.1. The Employee may terminate this Contract without just cause by serving one (1) month in advance written notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall shoulder all expenses relative to his repatriation back to his point of origin.

c) **Termination due to Illness:** Either party may terminate the contract on the grounds of illness, diseases or injury suffered by the employee. The employer shall shoulder the cost of repatriation.

15. **Settlement of Disputes:** All claims and complaints relative to the employment contract of the employee shall be settled in accordance with Company policies, rules and regulations. In case the employee contests the decision of the Employer, the matter shall be settled amicably with the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/Consulate nearest the site of employment. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in the host country or in the Philippines if permissible by host country laws at the option of the complaining party.

16. The Employee shall observe Employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.

17. **Applicable Law:** Other terms and conditions of employment which are consistent with the above provisions shall be governed by the pertinent laws of People's Republic of China and Philippines.

In witness thereof, we hereby sign this contract this \_\_\_\_\_ day of \_\_\_\_\_  
at the **Philippine Consulate General in Guangzhou.**

\_\_\_\_\_  
(Employee Name and Signature)

\_\_\_\_\_  
(Employer Name and Signature)

\_\_\_\_\_  
Philippine Representative  
(Licensed Recruitment Agency)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## Addendum<sup>1</sup> to the Working Contract between

Employer : \_\_\_\_\_  
and : \_\_\_\_\_  
Employee : \_\_\_\_\_  
Position Being Hired for : \_\_\_\_\_  
Place of Employment : \_\_\_\_\_  
\_\_\_\_\_

The employer and employee further voluntarily bind themselves to the following terms and conditions:

- [ ] 1. **Passport Custody.** The Employee shall have custody over his/her passport during the entire duration of this contract
- [ ] 2. **Visa/Work Permit.** The Employer shall assist and ensure that the Employee clear his/her entry formalities, including by providing him/her with the relevant documents needed to obtain a work visa, a Foreign Expert Certificate and a Residence Permit. The costs arising therefrom shall be borne by the Employer.

\_\_\_\_\_  
(Employee Name and Signature)

\_\_\_\_\_  
(Employer Name and Signature)

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Place and Date

<sup>1</sup> This Addendum is an integral part of the Contract between the Parties named above, without which the Contract is considered null and void. Final approval of the Employment Contract rests with the Department of Migrant Workers (DMW)