

STANDARD EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD SERVICE WORKERS

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

A. Employer: _____
Address: _____ Contact No. _____

and

B. Household Service Worker: _____
Address in the Philippines: _____
Passport No: _____ Contact No. _____

Voluntarily binding themselves to the following terms and conditions:

- 1) Site of Employment: _____
- 2) Contract Duration: Two (2) years commencing from the Household Service Worker's departure from the point of origin to the site of employment.
- 3) Basic Monthly Salary: _____
- 4) Work Hours: The Household Service Worker shall be provided with continuous rest of at least eight (8) hours per day.
- 5) Rest Day: At least one (1) rest day per week.
- 6) Free transportation to the site of employment and back to the point of origin upon expiration of contract or when contract of employment is terminated through no fault of the Household Service Worker and/or due to 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 Household Service Worker, 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 Household Service Worker including facilities and medicine.
- 9) Vacation leave with full pay of not less than 15 calendar days for every year of service to be availed of upon completion of the contract.
- 10) The Employer shall provide the Household Service Worker with personal life accident, medical and repatriation insurance with a reputable insurance company in UAE.
- 11) In the event of death of the Household Service Worker during the term of this contract, his/her remains and personal belongings shall be repatriated to the 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 Household Service Worker's next of kin or by the Philippine Embassy.
- 12) The Employer shall assist the Household Service Worker in remitting a percentage of her salary through proper banking channels.
- 13) Termination:
 - a) Termination by the Employer: The employer may terminate the Household Service Worker's contract of employment for any of the following just causes: serious misconduct or willful disobedience by the Household Service Worker of the lawful orders of the Employer or immediate household members in connection with her work; gross habitual neglect by the Household Service Worker of her duties; and violation of the laws of UAE.
 - b) Termination by the Household Service Worker:

- i. Termination without just cause: The Household Service Worker may terminate the contract without just cause by serving a written notice on the Employer at least one month in advance. Without such notice, the worker shall shoulder her return transportation.
 - ii. Termination for a just cause: The Household Service Worker may also terminate the contract without serving any notice on the employer for any of the following just causes: when the worker 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.
 - iii. Termination due to illness: Either party may terminate the contract on the grounds of illness, disease or injury suffered by the Household Service Worker, where the worker's continued employment is prohibited by law or is prejudicial to 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 Household Service Worker and the Employer, the matter must be referred by either party to the Labor Attaché or to any representative of the Philippine Embassy/Consulate who shall endeavor to settle the issue amicably to the best interest of both parties, as appropriate. If the dispute remains unresolved, the Labor Attaché or any representative of the Philippine Embassy/Consulate shall refer the matter to appropriate labor authorities of UAE 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 Household Service Worker in a just and humane manner. In no case shall physical violence be used upon the Household Service Worker.
 - b) The Household Service Worker shall work solely for the Employer and his/her immediate household. The Employer shall in no case require the Household Service Worker 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 Household Service Worker other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.
 - d) The Employer shall pay for the Household Service Worker's work/residence permit and exit/re- entry visa.
 - e) The passport and Emirates ID of the workers 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 the Philippine Overseas Employment Administration (POEA).
- 17) In the event of war, civil disturbance or major natural calamity, the Employer shall repatriate the Household Service Worker at no cost to the worker.
- 18) Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines or UAE. Any applicable provisions on labor and employment of UAE are hereby incorporated as part of this contract.

In witness thereof, we hereby sign this contract this _____ day of _____ 20____ in UAE.

Employee

Household Service Worker