

雇用条件書

WRITTEN EMPLOYMENT CONDITIONS

Day _____ Month _____, 20__

I. PERIOD OF THE EMPLOYMENT CONTRACT 雇用契約期間

1. Contract Duration 契約期間 (_____ years 年)
 初期契約期間は、更新を条件として最大3年とします
 *Initial contract duration shall be up to 3 years subject to renewal.
2. Period of the employment contract 雇用契約期間 (to be filled up in the Philippines) (フィリピンにて記入する)
 フィリピンからの出発日から： (日/月/年) から (日/月/年)
 From: (date of departure from the Philippines) (DD/MM/YYYY) to (DD/MM/YYYY)
 入国予定日： (日/月/年)
 Scheduled date of entry DD/MM/YYYY
 契約の更新の有無
3. Renewal of Contract
 Renewable 更新する Non-Renewable 更新しない

I. PLACE OF EMPLOYMENT 就業場所

Direct employment (fill in below) 直接雇用 Dispatch employment 派遣雇用

(fill in the separate "Employment Conditions Statement")

Name of company _____ For this purpose, the dispatch company shall be deemed
 and actual worksite 社名及び就業場所 _____ as the direct employer of the worker.
 Address 住所 _____ (別紙“雇用条件供述”) この目的の為に、
 派遣会社は労働者の直接雇用者とみなされる
 Information 備考 _____

II. CONTENTS OF WORK TO BE ENGAGED IN: (Reference Annex A)

従事すべき業務の内容 (参照 Annex A)

1. Industry 業界 (_____)
2. Type of work 職種 (_____)

IV. WORKING HOURS, ETC. 労働時間等

1. Start time: () Finish time: () (Number of prescribed working hours in one day: () hours () minutes
 始業時間 _____ 終業時間 _____ 1日の規定労働時間数 () 時間 () 分
 変形労働時間制 (年) 単位の変形労働時間制

Irregular labor system : irregular labor system unit ()

不規則な労働システムが採用されている場合、指定された特定技能者が完全に理解できる言語で年次カレンダーの写しと労働基準監督署に提出された不規則な労働システムに関する同意のコピーを添付してください

* If an irregular labor system is adopted, attach a copy of the yearly calendar in a language the specified skilled worker can fully understand, and a copy of the agreement on the irregular labor system submitted to the Labor Standards Inspection Office.

交代制として、次の勤務時間の組み合わせによる

[] Work shift system using a combination of the following working hours

始業時間 終業時間 適用日 1日の所定労働時間 () 時間 () 分

Start time() Finishing time(:); Day applied(); prescribed working hours for one day () hours() mins

Start time() Finishing time(:); Day applied(); prescribed working hours for one day () hours() mins

Start time() Finishing time(:); Day applied(); prescribed working hours for one day () hours() mins

2. Break time 休憩時間 () minutes 分)

3. No. of prescribed working hours 所定の労働時間数 1) Week 週間 () hours() mins

2) Month 月() hours() mins 3) Year 年 () hours() mins

4. No. of prescribed working days 所定の就業日数 1) Week 週間 () days 2) Month 月 () days 3) Year 年 () days

5. Overtime work 残業 [] Yes 有 [] No 無

Details are stipulated in article (), article () of Company Rules

詳細は会社規定の () () に規定されています

V. DAYS OFF 休日

1. Regular days off 定休日: Every 毎 (), national holidays 祝日 others その他()

(total number of annual days off 年間休日の総数: () days 日

2. Additional days of : () days per week/month, others ()

非定例日 週・月あたり () 日、その他 ()

Details are stipulated in article (), article () of Company Rules

詳細は会社規定の () () に規定されています

VI. LEAVE 休暇

1. Annual paid leave: Those working continuously for six months or more — () days

年次有給休暇：6ヵ月継続勤務した場合 () 日

Those working continuously for up to six months ([] Yes [] No) - After a lapse of () months and() days

最大6ヵ月継続的に働いている (有・無) () ヶ月および () 日経過後

2. Other leave その他の休暇 Paid 有給 () Unpaid 無休 ()

3. Leaves for temporary return home: If the Specified skilled worker wishes return home temporarily, he or she must be given necessary days off within the scope of the above mentioned 1 and 2.

一時帰国のための休暇：特定技能者が一時的を希望する場合、上記の1および2の範囲内で必要な休暇を与える必要があります

Details are stipulated in article (), article () of Company Rules

詳細は会社規則の ()、() に規定されています

VII. WAGES 賃金:

1. Basic pay 基本賃金 [] Monthly wage 月給 (yen 円)

* Details given in the attachment (Payment of Wages)

詳細は別紙のとおり (賃金の支払い)

2. Various allowances (excluding additional pay rate for overtime)

各種手当 (時間外労働の割増し賃金は除く)

(allowance 手当, allowance 手当, allowance 手当)

* Details given in the attachment. (Payment of Wages)

詳細は別紙のとおり (賃金の支払い)

3. Additional pay rate for overtime, holiday work or night work

所定時間外、休日または深夜労働に対して支払われる割増賃金率

(1) Overtime work: Legal overtime 60 hours or less a month () %

所定時間外： 法的残業は月に60時間以内

Legal overtime over 60 hours a month () %

月60時間を超える法定残業

Overtime exceeding regular hours () %

通常の時間を超える残業

(2) Holiday work 休日 Legal holiday work 法定休日 () % Non-legal holiday work 法定外休日 () %

(3) Night work 深夜 () %

4. Closing day of payroll 賃金締切日 () of every month 毎月

5. Pay day 賃金支払日 () of every month 毎月

6. Deduction from wages in accordance with labor-management agreement [] YES [] NO

労使協定に基づく賃金支払時の控除 有・無

* Details given in the attachment. (Payment of Wages)

詳細は別紙のとおり (賃金の支払い)

7. Wage raise 昇給 Yes 有 [] (Timing 時期, amount 金額, etc 等.) NO 無 []

8. Bonus 賞与 Yes 有 [] (Timing 時期, amount 金額, etc 等.) NO 無 []

9. Retirement allowance 退職金 Yes 有 [] (Timing 時期, amount 金額, etc 等.) NO 無 []

10. Leave allowance 休業手当 [] Yes 有 (rate 率) _____

VIII. FEES 料金:

1. The fees and costs chargeable against the employer/dispatch company:

雇用主／派遣会社に対して請求可能な料金と費用

The costs of recruitment and placement shall be the responsibility of the employer/dispatch company, which includes the following:

募集と配置の費用は、雇用主／派遣会社の責任であり、以下が含まれます。

- a. Visa fees ビザ代;
- b. Work permit and alien registration card 労働許可書及び外国人登録証(ARC);
- c. Round trip airfare 往復航空運賃;
- d. Transportation from the airport to the jobsite 空港から就労場所の運送;
- e. POEA processing fee POEA 処理手数料;
- f. OWWA membership fee OWWA 会費; and
- g. Trade test/assessment required by the Japanese government such as Japanese language proficiency test and skills examinations 日本語能力試験や技能試験など、日本政府が要求する貿易試験／評価

2 Fees and costs chargeable to the worker are as follows:

労働者に課される料金と費用は次のとおりです

2.a Documentation costs ドキュメンテーション費用

1. Passport パスポート;
2. NBI/Police/Barangay Clearance NBI/警察／バラングアイクリアランス;
3. PSA issued birth certificate PSA 発行の出生証明書;
4. Transcript of Records and diploma issued by the school, certified by the CHED and apostillized by the DFA 学校により発行され、CHED により認定され、DFA によりアポスティーク捺印をされた成績証明書及び卒業証書;
5. Professional license issued by the PRC, apostillized by the DFA;
DFA によりアポスティーク捺印され、PRC により発行された許可書
6. Certificate of Competency issued by TESDA; and
TESDA より発行された能力証明書
7. DOH prescribed medical/health examination, based on the host country medical protocol.
DOH 規定の受入国の医療規格に基づいた医療／健康診断

2.b Membership with Philhealth, Pag-ibig and the Social Security System.

Philhealth, Pag-ibig, 社会保形制度の会員

3. There shall be no placement fee chargeable to the worker in accordance with the Employment Security Act of Japan.

日本雇用保障法に基づき、労働者に課される配置料はありません。

IX. TRANSPORTATION 交通手段:

The employer shall provide free transportation from and back to the point of hire, and free inland transportation at the jobsite.

雇用主は雇用地点との間の無料輸送、及び現場での無料の国内輸送を提供するものとします。

X. TERMINATION OF THE EMPLOYMENT RELATIONSHIP 雇用関係の終了:

A. Termination by employee. 従業員による解雇-

(a) An employee may terminate **without just cause** the employee-employer relationship by serving a written notice on the employer at least one (1) month in advance. The employer upon whom no such notice was served may hold the employee liable for damages.

従業員は少なくとも1か月前に雇用主に書面で通知することにより、従業員と雇用主の関係を引き起こすことなく終了することができます。そのような通知が無き場合、雇用主は従業員に損害賠償責任を負わせる事ができます。

(b) An employee may put an end to the relationship without serving any notice on the employer for any of the following **just causes** 従業員は次の**正当な理由**のいずれかについて雇用主に通知することなく関係を終了することができます。:

1. Serious insult by the employer or its representative on the honor and person of the employee, including but not limited to sexual harassment, and use by the employer of the nationality, creed, social status, or gender of the employee as a basis for engaging in discriminatory treatment with respect to wages, working hours, or other working conditions;

雇用主またはその代表者による従業員の名誉と従業員に対するセクシャルハラスメント、深刻な侮辱、従業員の国籍、信条、社会的地位、または性別の使用は、賃金、労働時間、またはその他の労働条件に関する差別的扱いをされた場合;

2. Inhuman and unbearable treatment accorded the employee by the employer or its representative, including but not limited to use of physical violence, intimidation, confinement, or any other means which unfairly restrict the mental or physical freedom of the employee;

雇用主またはその代表者によって従業員に与えられた身体的暴力、脅迫、監禁、または従業員の精神的または身体的自由を不当に制限する手段の使用またはその他の非人道的で耐え難い扱いをされた場合;

3. Commission of a crime or offense by the employer or its representative against the person of the employee or any of the immediate members of the family of the employee; and

雇用主または代表者による従業員の個人または従業員の近親に対する犯罪または犯罪の委託をした場合;

4. Other causes analogous to any of the foregoing.

上記のいずれかに類似したその他の場合

B. Termination by employer. 雇用主による解雇

(a) An employer may terminate an employment for any of the following **just causes**:

雇用主は次の正当な理由のいずれかで雇用を終了する場合があります。

- (1) Serious misconduct 重大な不正行為;
- (2) Willful disobedience or insubordination by the employee of the lawful orders of the employer or representative in connection with his work 雇用主または代表者の仕事に関連した合法的な命令の従業員による故意の不服従または不遵守;
- (3) Gross and habitual neglect by the employee of his duties 従業員による職務の重大かつ習慣的な怠慢;
- (4) Fraud 詐欺;
- (5) Other causes analogous to the foregoing expressly specified in the company rules and regulations or policies. 会社の規則および方針で明示的に指定されている前述に類似するその他の原因。

XII. REPATRIATION:

The repatriation of an Overseas Filipino Worker or his/her remains, and the transport of his/her personal effects shall be the primary responsibility of the principal/employer and licensed recruitment agency that recruited and/or deployed him. This entails the obligation to cover repatriation and attendant costs, including airfare and immigration fines/penalties. This obligation shall be without prior determination of the cause of the need to repatriate the Overseas Filipino Worker. After the Overseas Filipino Worker has returned to the country, the principal/employer or licensed recruitment agency may, however, recover the cost of repatriation from the Overseas Filipino Worker if the termination of the employment was due solely to the Overseas Filipino Worker's fault as determined by the Labor Arbiter.

フィリピン人海外労働者の遺体の帰国、および彼/彼女の所持品の輸送は、彼/彼女を採用および配置した雇用者/代表者および認可された採用機関の主な責任であるものとします。これには、航空運賃や移民の罰金/罰則を含む、本国送還とそれに伴う費用を負担する義務が伴います。この義務は、フィリピン人海外労働者の帰国の必要性の原因を事前に特定することなく行うものとします。ただし、フィリピン人海外労働者が帰国した後、雇用の終了がフィリピン人海外労働者の過失のみによるものである場合、本人/雇用主または認可された採用機関はフィリピン人海外労働者からの帰国費用を回収することができます。

Termination due to illness: The employer shall bear the cost of repatriation when either party terminates the Contract on the ground of illness, disease or injury of the employee.

病気による解雇：いずれかの当事者が従業員の病気、疾患、または怪我を理由に契約を解約した場合、雇用主は本国送還の費用を負担するものとします。

XIII. SETTLEMENT OF DISPUTES 紛争の解決:

All claims and complaints relative to the employment contract of the employee shall be settled in accordance with Company policies, rules and regulations. In the 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 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.

従業員の雇用契約に関するすべての請求および苦情は、会社の方針、規則に従って解決されるものとします。従業員が雇用主の決定に異議を唱える場合、問題は労働局長または受け入れ可能なフィリピンの大使館/領事館の有能なまたは受入国の法律で許可されている場合は、受入国またはフィリピンの適切な政府機関の参加により友好的に解決されるものとする。

XIV. APPLICABLE LAW:

Other terms and conditions of employment, which are consistent with the above provisions, shall be governed by the pertinent laws of Japan and the Philippines.

上記の規定と一致するその他の雇用条件は、日本およびフィリピンの関連法に準拠するものとします。

XV. OTHERS:

- 1 Joining social insurance / employment insurance 社会保険への加入・雇用保険
 Employees' pension insurance 厚生年金, Health insurance 健康保険, Employment insurance 雇用保険
 Industrial accident insurance 労働災害保険 National pension 国民年金
National health insurance 国民健康保険 Others その他 ()
- 2 Health check at the time of hiring 雇入れ時の健康診断: Month 月() Year 年()
- 3 First regular health check 初回の定期健康診断: Month 月() Year 年()(every() afterwards その他 ()
年ごとに実施)
- 4 Minimum monthly salary shall be guaranteed and no deduction of salary to offset absences shall be allowed unless the worker/s filed absences due to personal reason. In such cases the deduction rate shall be in accordance to Japanese law. Hence, daily or Hourly wage system are not allowable.

最低月給が保証され、労働者が個人的な理由で欠勤を申請しない限り、欠勤を相殺するための給与の控除は認められないものとします。この場合、控除率は日本の法律に従うものとします。したがって、日給制または時給制は認められません。

- 5 Payment of salary shall only be through bank transfer.. 給与の支払いは銀行振込のみとなります
- 6 Regulation of maternity leaves, child care leaves, caregivers leave and any other leaves regulated in Japan laws and any other leaves regulated in the company rules such as ceremonial occasions and any leaves unique in the company rules have to be explained to employee in the language (English or Filipino Languages) he or she can understand with explanation of benefits available.
. 出産休暇、育児休暇、介護者休暇、および会社規則に固有の休暇は、従業員の理解できる言語（英語またはフィリピン語）で説明する必要があります。

We affix our signatures this _____ day of _____ 20__ at _____.

20__ 年 月 日に _____ で署名をしました。



Printed Name and Signature of the
Accepting Organization

受入れ機関名と署名

Printed Name and Signature of the
Worker

労働者の氏名と署名

Signed in the presence of:

Printed Name and Signature of the
Representative of the Sending Organization

送り出し機関の代表者の氏名と署名

PAYMENT OF WAGES 賃金の支払

1. Basic Wages 基本賃金

[] Monthly wage (yen) Calculation Method (yen) (Hourly rate X No of days of work)

月給 (円) 計算方法 (円) (時間給×勤務日数)

2. Amount and calculation method for various allowances (excluding the additional pay rate for overtime)

諸手当の額及び計算方法 (時間外労働の割増賃金は除く)

- (a) (allowance 手当 yen 円; Calculation method 計算方法)
- (b) (allowance 手当 yen 円; Calculation method 計算方法)
- (c) (allowance 手当 yen 円; Calculation method 計算方法)
- (d) (allowance 手当 yen 円; Calculation method 計算方法)

3. Estimated payment per month (1+2)	approx.	yen (total)
一ヵ月あたりの支払い概算額 (1+2)	約	円 (合計)

4. Items to be deducted when paying wages

賃金支払時に控除する項目

- | | | |
|---|-----------|--------------------|
| (a) Tax 税金 | approx. 約 | yen (total) 円 (合計) |
| (b) Social (Health and Pension) insurance
社会保険 (健康と年金) | approx. 約 | yen (total) 円 (合計) |
| (c) Employment insurance 雇用保険 | approx. 約 | yen (total) 円 (合計) |
| (d) Accommodation/Housing 家賃 | approx. 約 | yen (total) 円 (合計) |
| (e) Others その他 | | |
| | approx. 約 | yen (total) 円 (合計) |
| | approx. 約 | yen (total) 円 (合計) |
| | approx. 約 | yen (total) 円 (合計) |
| | approx. 約 | yen (total) 円 (合計) |
| | approx. 約 | yen (total) 円 (合計) |

Amount to be deducted	approx.	yen (total)
控除額	約	円 (合計)

5. Take-home pay 手取額 (3 - 4) approx. 約 yen (total) 円 (合計)

* Provided there is no absence from work, etc. and excluding additional pay, etc. for overtime work.
失勤等がない場合であって時間外労働の割増賃金等は除く

EMPLOYMENT CONDITIONS STATEMENT

(DD/MM/YY)

To: _____

Name of the Accepting Organization : _____

Address : _____

Tel no. _____

Representative's name and title: _____

Name of the Client: _____

Seal

Seal

It hereunder dispatches the worker under the following conditions.

Contents of Duties	
Place of Employment	Name of Business Place (Name of Department)
	Address (Tel no. : _____)
Organization Unit	
Orderer	Position _____ Name _____
Period of Dispatchment	From (DD/MM/YY) to (DD/MM/YY) (The first day when the conflict arises for receiving worker dispatching services at the office)(DD/MM/YY)
	(The first day when the conflict arises for receiving worker dispatching services at the organization unit) (DD/MM/YY) Relative to extension of period of receiving worker dispatching services at the office of the client, in the event that the client does not follow the proper procedure accordingly or the client receives worker dispatching services which exceed more than the restrictions on period for receiving dispatch workers by individual—unit, the client will be subject to the deemed offer of an employment contract.
Working Days and Working Hours	Working Days
	Working Hours Opening Time () Closing Time () (Break Period from to)
Safety and Health	
Overtime Work and Holiday Work	Overtime Work (N/Y) → (Per Day _____ hours/week _____ hours/month)
	Holiday Work (N/Y) → (Per month _____ times)
Responsible Person of Dispatch Company	Position _____ Name _____ (Tel no. : _____)
Responsible Person of Client	Position _____ Name _____ (Tel no. : _____)
Use of Welfare Facilities	
Handling of Complaints and Where to Submit	Submit to: Dispatch Company : Position _____ Name _____ (Tel. no. : _____)
	Client : Position _____ Name _____ (Tel. no. : _____)
Measures for Terminating a Worker Dispatch Contract	
Dispute Resolution Measures When Client Directly Employs a Dispatched Worker	
Remarks	