

# EMPLOYMENT CONTRACT

This Employment contract is executed and entered by and between:

|   |   |
|---|---|
| <b>A. EMPLOYER/PRINCIPAL DETAILS</b>        |   |
| Company Name                                | : |
| Complete Address                            | : |
| Email Address & Tel. No.                    | : |
| <b>B. REPRESENTED IN THE PHILIPPINES BY</b> |   |
| PRA Name                                    | : |
| Complete Address                            | : |
| <b>C. WORKER DETAILS</b>                    |   |
| Name  | : |
| Philippine Address                          | : |
| Civil Status                                | : |
| Passport No.                                | : |
| Date & Place of Issue                       | : |
| Email Address & Tel. No.                    | : |

**Voluntarily binding themselves to the following terms and conditions:**

|  |  |
|--|--|
| <b>1. Site of Employment/<br/>Place of Employment</b>  |  |
| <i>*exact address:</i>   |  |
| <b>2. Contract Duration/ Term of Employment:</b> _____   |  |
| <i>*commencing from the worker's departure from the point of origin to the site of employment</i>  |  |
| <i>*minimum of 1 year</i>  |  |
| <input type="checkbox"/> The contract shall be automatically renewed   |  |
| <input type="checkbox"/> The contract is not renewable/fixed   |  |
| <input type="checkbox"/> Renewal of contract shall be determined by volume of work to be done at the time the term of the contract expires, worker's work record and work attitude, worker's capability, business performance of the company |  |
| <b>3. Job Position/Title:</b>  | As per approved job order  |
|  | <i>* Actual Duties/Work Assignment &amp; Criteria/Qualifications: <b>Annex A</b></i> |
| <b>4. Basic Monthly Salary</b> <i>*excluding allowances:</i> As per approved job order   |  |
| <b>Bonus:</b> <input type="checkbox"/> Once a year; <input type="checkbox"/> Twice a year  |  |
| <b>Salary Increase:</b> <input type="checkbox"/> Once a year   |  |
| <i>*Salary Breakdown &amp; Other Allowances - <b>Annex B</b></i>   |  |
| <b>5. Working Hours etc.</b> <i>*Maximum of 8 hours per day; 40hrs per week</i>  |  |
| a. Opening Time (    ) Closing Time (    )   |  |
| b. Rest period (    ) minutes  |  |
| c. Regular Working Days: _____ (Monday, Tuesday etc.)  |  |
| d. Regular Days Off: _____ (Saturday, Sunday etc.)   |  |
| <b>6. Additional pay rate for Overtime</b> <i>*in accordance with Japan Labor Laws</i>   |  |
| a. For work over regular working hours: <u>125%</u>  |  |
| b. For work on designated rest days & holidays: <u>135% to 150%</u>  |  |
| c. For night work: <u>125%</u>   |  |

Worker Signature

Employer Signature/Hanko

PRA Signature

7. **Leave with Full Pay/Paid Leave:** *\*in accordance with Japan Labor Laws, Employers shall grant annual paid leave of 10 working days, either consecutively or divided, to Workers who have been employed continuously for 6 months from the day of their being hired and who have reported to work on at least 80 percent of the total working days.*

- a. Vacation Leave and Sick Leave: \*indicate specific number of days \_\_\_\_\_  
b. Other Leave: \_\_\_\_\_

8. Employer shall provide **free transportation to the site of employment and in the following cases, free return transportation to the point of origin:**

(a.) expiration of the contract; (b.) termination of the contract by the employer without just cause; (c.) if the worker is unable to continue to work due to work connected or work aggravated injury of illness; (d.) force of majeure; and (e.) in such other cases when contract of employment is terminated through no fault of the worker.

9. **Subsidized Housing/Accommodation:**

- Option A.** Company-owned property/dormitory  
( ) with monthly deduction of (JPY \_\_\_\_\_)  
( ) Free of charge

- Option B.** Rented/leased property \*initial set-up to be paid by the employer  
( ) with monthly allowance of (JPY \_\_\_\_\_)  
( ) with monthly deduction of (JPY \_\_\_\_\_)  
( ) \_\_\_\_\_% of the actual rental will be deducted (JPY \_\_\_\_\_)  
( ) Free of charge

10. **Utility Fees** (electricity/water/gas expenses):

- ( ) Free of charge  
( ) Already included in the monthly rental deduction  
( ) Actual cost to be paid directly by the worker  
( ) Actual cost shall be deducted \*maximum of JPY5,000  
( ) Monthly Allowance JPY \_\_\_\_\_

11. Employer shall provide **Shakai Hoken/Social Insurance:** (Health Insurance; Employment Insurance; Pension Insurance; Workmen's accident compensation Insurance) and other insurances in accordance with the pertinent laws of Japan.

12. Employer shall provide **personal life accident insurance** in accordance with host government and/ or Philippine government laws without cost to the worker.

13. **In the event of death of the worker** during the terms of this agreement, his remains and personal belongings shall be repatriated to the Philippines at the expense of the employer. In the case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the worker's next kin and/ or by the Philippine Embassy/ Consulate nearest the jobsite.

14. **The employer shall assist** the Worker in remitting a percentage of his salary through the proper Banking channel or other means authorized by law. (any necessary documentary or bank representation)

Worker Signature

Employer Signature/Hanko

PRA Signature

**15. 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 worker violates customs, traditions, and laws of and/ or terms of this Agreement. The employee shall shoulder the repatriation expenses.
  
- b. **Termination by Worker:** The worker 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 worker by the employer or his representative, commission of a crime/ offense by the employer or his representative. Employee shall pay the repatriation expenses back to the Philippines.
  - b.1 The worker may terminate this Contract without just cause by serving one (1) month in advance notice to the employer. The employer upon whom no such notice was served may hold the worker liable for damages. In any case, the employer 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 ground of illness, disease, or injury by the worker. The employer shall shoulder the cost of repatriation.

**16. Settlement of disputes:** All claims and complaints relative to the employment contract of the worker shall be settled in accordance with the Company policies, rules, and regulations. In the case the worker 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.

**17. The worker shall observe employer's company rules** and abide by the pertinent laws of the host country and respect its customs and traditions.

**18. 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 Philippines.

**Attachments:**

- ✓ Annex A – List of Actual Duties/Work Assignment & Criteria/Qualifications
- ✓ Annex B – Salary Breakdown and Other Allowances

*In witness thereof, we hereby sign this contract this\_day of, \_\_\_\_\_ at Manila, Philippines / Japan.*

Worker Signature

Employer Signature/Hanko

PRA Signature

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**Worker** (*signature over printed name*)

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**Employer/Company Representative**  
(*signature and hanko over printed name*)

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**Philippine Representative/Licensed Recruitment Agency**  
(*signature over printed name*)

Worker Signature

Employer Signature/Hanko

PRA Signature