

Philippine Consulate General-Osaka
MIGRANT WORKERS OFFICE
Osaka, Japan

**CHECKLIST OF REQUIREMENTS FOR THE VERIFICATION OF
EMPLOYMENT CONTRACT AND OEC/OFW PASS PROCESSING
(PROFESSIONAL/SKILLED WORKERS)**

Category	Documents Required
I. Contract renewal (returning to the same employer and same jobsite/country)	<ol style="list-style-type: none"> 1. Copy of the Employment Contract previously verified by the POLO/MWO; 2. Any of the following documents: <ol style="list-style-type: none"> a. Duly accomplished POEA Standard Employment Contract b. Certificate of Employment indicating contract duration, commencement date, salary and (new) position; 3. Copy of valid Residence Card/ID; 4. Copy of the valid passport; and 5. Copy of Health Card.
II. Returning to a previous (same) employer but there is a gap/interruption in employment service/ Returning to a previous same) employer but to a different jobsite/country	<ol style="list-style-type: none"> 1. Duly accomplished POEA Standard Employment Contract (In cases when the Company Contract is submitted and some of the POEA-prescribed provisions are not provided, an Addendum to the Company Employment Contract containing the missing provisions, must also be submitted with signature of both parties) 2. Copy of passport of the worker with at least six (6) months validity from the date of intended departure; 3. Copy of valid and appropriate visa and/or work permit/residence card; 4. Any proof establishing previous employment with the employer who is rehiring the worker such as employment contract, certificate of employment, valid ID or recent pay slips; 5. Copy of previously issued OEC or verified employment contract by POLO. 6. Copy of the medical insurance provided to the worker; 7. Copy of valid passport/ID of the authorized signatory (member of the Board of Directors) of the company with English translation (In cases when the authorized signatory is not listed in the company registration, an Authorization Letter signed by a member of the Board of Directors must be submitted) 8. Company Registration with English translation (for Companies) or Tax Certificate (for Sole Proprietors) with English Translation; 9. Letter from the employer attesting to the transfer of jobsite of the worker; and 10. Other relevant documents as maybe required.

<p>III. Changed employer onsite and had started employment with the said new employer</p> <p>and</p>	<p>1. Duly accomplished POEA Standard Employment Contract;</p> <p>(In cases when the Company Contract is submitted and some of the POEA-prescribed provisions are not provided, an Addendum to the Company Employment Contract containing the missing provisions, must also be submitted with signature of both parties);</p>
<p>IV. Without existing records/not registered with POEA</p>	<p>2. Copy of passport of the worker with at least six (6) months validity from the date of intended departure;</p> <p>3. Copy of valid and appropriate visa and/or work permit/ residence card;</p> <p>4. Any proof of existing employment with the current employer to which the worker is resuming employment such as current certificate of employment, valid ID or recent pay slip;</p> <p>5. Sworn statement of the worker providing explanation on how he/she was hired by the current employer.</p> <p>6. Copy of the medical insurance provided to the worker;</p> <p>7. Copy of valid passport/ID of the authorized representative (member of the board of directors) of the company with English translation;</p> <p>(In cases when the authorized signatory is not listed in the company registration, an Authorization Letter signed by a member of the Board of Directors must be submitted)</p> <p>8. Company Registration with English translation (for Companies) or Tax Certificate (for Sole Proprietors) with English Translation; and</p> <p>9. Other relevant documents as maybe required.</p>

REMINDERS:

1. Workers whose current employers have valid accreditation with a licensed Philippine Recruitment Agency (PRA) at the time of application, are advised to process their contract verification using this track.
2. Current employers that have already maximized the number of allowable direct hires (without PRA) are encouraged to apply for accreditation with a licensed Philippine license agency.
3. The number of allowable direct hires as per 2016 Revised POEA Rules and Regulations Governing the Recruitment and Employment of Land Based Filipino Workers is five (5).
4. For those workers whose employment contract has been verified by the MWO-Osaka prior to 06 August 2023 and remains in effect, you may furnish the following details to the MWO-Osaka through email address **mwoosaka.oec@gmail.com** to enable us to encode your employment details in the DMW database for you to secure an OFW Pass green-colored QR code:
 - Copy of the valid and verified employment contract;
 - Copy of the valid passport (information page);
 - Copy of the valid residence card;
 - Personal email address; and
 - Personal mobile contact number.

EMPLOYMENT CONTRACT

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

A. EMPLOYER DETAILS	
Company Name	:
Complete Address	:
Email Address & Tel. No.	:
B. EMPLOYEE DETAILS	
Name	:
Philippine Address	:
Civil Status	:
Passport No.	:
Date & Place of Issue	:
Email Address & Tel. No.	:

<i>Voluntarily binding themselves to the following terms and conditions:</i>	
1. Site of Employment/ Place of Employment <i>*exact address:</i>	
2. Contract Duration/ Term of Employment: _____ <i>*commencing from the employee's departure from the point of origin to the site of employment</i> <i>*minimum of 1 year (NO probationary period)</i> <input type="checkbox"/> The contract shall be automatically renewed <input type="checkbox"/> The contract is not renewable <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, employee's work record and work attitude, employee's capability, business performance of the company	
3. Employee's Job Position/Title:	
4. Basic Monthly Salary <i>*excluding allowances:</i> _____ a. Bonus: <input type="checkbox"/> Once a year; <input type="checkbox"/> Twice a year b. Salary Increase: Once a year c. Other Allowances/Benefits: _____ <div style="text-align: right;"><i>*salary breakdown is provided separately</i></div>	
5. Working Hours etc. <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.)	
6. Additional pay rate for Overtime <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>	

Employer Signature & Hanko

Employee 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 Employees 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: *indicate specific number of days _____
- b. Sick Leave: *indicate specific number of days _____
- c. Other Leave: _____

8 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 employee 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 employee.

9. Employer shall be solely responsible for and bear the expenses of securing entry visa/or work permits of the employee including renewal thereof.

10. Subsidized Housing/Accommodation:

- Option A.** Company-owned property/dormitory
 - with monthly deduction of (JPY _____) **should not exceed JPY25,000*
 - Free of charge
- Option B.** Rented/leased property *initial set-up to be paid by the employer
 - with monthly allowance of (JPY _____) **minimum of JPY25,000*
 - ____% of the actual rental will be deducted from the monthly salary **max of 50% or JPY25,000*
 - Free of charge

11. Utility Fees (electricity/water/gas expenses) :

- Free of charge; or Already included in the monthly rental deduction
- Actual cost to be paid directly by the worker; or Actual cost shall be deducted

12. Free emergency medical and dental services and facilities including medicine in accordance with the pertinent laws of Japan. Employer shall provide Shakai Hoken/Social Insurance: (Health Insurance; Employment Insurance; Pension Insurance; Workmen's accident/service-connected illness/injuries compensation Insurance)

13. Compulsory Personal life insurance coverage without cost to the employee. This will cover accidental death, natural death, compassionate visit, medical evacuation, medical repatriation of remains. This must be taken in the Philippines prior to the departure of the employee.

14. In the event of death of the employee 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 employee's next kin and/ or by the Philippine Embassy/ Consulate nearest the jobsite.

15. The employer shall assist the Employee in remitting a percentage of his salary through the proper Banking channel or other means authorized by law.

16. 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 and/ or terms of this Agreement. The employee shall shoulder the repatriation expenses.

b. **Termination by 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. Employer shall pay the repatriation expenses back to the Philippines.

b.1 The employee 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 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 ground of illness, disease or injury by the employee. The employer shall shoulder the cost of repatriation.

17. **Settlement of disputes:** All claims and complaints relative to the employment contract of the employee shall be settled in accordance with the 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.

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

19. 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

In witness thereof, we hereby sign this contract this _____ day of _____, _____ at Manila, Philippines,

Employee

(signature over printed name)

Employer/Company Representative

(signature and hanko over printed name)

SALARY SCHEME/BREAKDOWN

NAME OF COMPANY	
POSITION/TITLE	

A. Basic Monthly Salary	: JPY
B. Approximate Deductions	
1. Income Tax	: JPY
2. Social Insurance/Shakai hoken (<i>health insurance, employment insurance, pension</i>)	: JPY
3. (Housing)	:
4.	:
5.	:
C. Total Deductions (1+2+3+4+5)	: JPY
Net pay/Take home pay (A-C)	: JPY

Other Allowances/Benefits (monthly)	
1. (Housing)	: JPY
2. Commutation/Transportation	: actual cost or JPY
3. Technical allowance (if any)	: JPY
4.	:
5.	:
6.	:
TOTAL ALLOWANCES	JPY

**this shall be part of the Master Employment Contract*

**Company hanko/seal here*

Employer Signature & Hanko

Employee signature