

WRITTEN EMPLOYMENT CONDITIONS

Day _____ Month _____, 20__

I. PERIOD OF THE EMPLOYMENT CONTRACT

1. Contract Duration (_____ years)
*Initial contract duration shall be up to 3 years subject to renewal.
2. Period of the employment contract (to be filled up in the Philippines)
From: (date of departure from the Philippines) (DD/MM/YYYY) to (DD/MM/YYYY)
Scheduled date of entry DD/MM/YYYY
3. Renewal of Contract
[] Renewable [] Non-Renewable

II. PLACE OF EMPLOYMENT

[] Direct employment (fill in below)

[] Dispatch employment
(fill in the separate "Employment Conditions Statement")

Name of company _____
and actual worksite _____
Address _____
Information _____

For this purpose, the dispatch company shall be deemed as the direct employer of the worker.

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

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

IV. WORKING HOURS, ETC.

1. Start time: () Finish time: () (Number of prescribed working hours in one day: () hours () minutes

[] Irregular labor system : irregular labor system unit ()

* 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.

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

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 (_____ minutes)

3. No. of prescribed working hours 1) Week () hours()mins 2) Month() hours() mins
3) Year () hours() mins

4. No. of prescribed working days 1) Week ()days 2) Month ()days 3) Year() days

5. Overtime work [] Yes [] No

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

V. DAYS OFF

1. Regular days off: Every (), national holidays, others () (total number of annual days off: () days

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

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

VI. LEAVE

1. Annual paid leave: Those working continuously for six months or more — () days
 Those working continuously for up to six months ([] Yes [] No) - After a lapse of () months and () days
2. Other leave Paid () Unpaid ()
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.
 Details are stipulated in article (), article () of Company Rules

VII. WAGES:

1. Basic pay [] Monthly wage (yen)
 * Details given in the attachment (Payment of Wages)
2. Various allowances (excluding additional pay rate for overtime)
 (allowance, allowance, allowance)
 * Details given in the attachment. (Payment of Wages)
3. Additional pay rate for overtime, holiday work or night work
 - (1) Overtime work: Legal overtime 60 hours or less a month ()%
 Legal overtime over 60 hours a month ()%
 Overtime exceeding regular hours ()%
 - (2) Holiday work Legal holiday work ()% Non-legal holiday work ()%
 - (3) Night work ()%
4. Closing day of payroll () of every month
5. Pay day () of every month
6. Deduction from wages in accordance with labor-management agreement [] YES [] NO
 * Details given in the attachment. (Payment of Wages)
7. Wage raise Yes [] (Timing, amount, etc.) NO []
8. Bonus [] Yes (Timing amount, etc.) NO []
9. Retirement allowance Yes [] (Timing, amount, etc.) [] NO
10. Leave allowance [] Yes (rate)_____

VIII. FEES:

1. The fees and costs chargeable against the employer/dispatch company:
 The costs of recruitment and placement shall be the responsibility of the employer/dispatch company, which includes the following:
 - a. Visa fees;
 - b. Work permit and alien registration card (ARC);
 - c. Round trip airfare;
 - d. Transportation from the airport to the jobsite;
 - e. POEA processing fee;
 - f. OWWA membership fee; and
 - g. Trade test/assessment required by the Japanese government such as Japanese language proficiency test and skills examinations
2. Fees and costs chargeable to the worker are as follows:
 - 2.a Documentation costs
 1. Passport;
 2. NBI/Police/Barangay Clearance;
 3. PSA issued birth certificate;
 4. Transcript of Records and diploma issued by the school, certified by the CHED and apostillized by the DFA;
 5. Professional license issued by the PRC, apostillized by the DFA;

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6. Certificate of Competency issued by TESDA; and
7. DOH prescribed medical/health examination, based on the host country medical protocol.

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

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

IX. TRANSPORTATION:

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

X. TERMINATION OF THE EMPLOYMENT RELATIONSHIP:

A. *Termination by employee.* –

(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.

(b) An employee may put an end to the relationship without serving any notice on the employer for any of the following **just causes**:

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;
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
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
4. Other causes analogous to any of the foregoing.

B. *Termination by employer.*

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

- (1) Serious misconduct;
- (2) Willful disobedience or insubordination by the employee of the lawful orders of the employer or representative in connection with his work;
- (3) Gross and habitual neglect by the employee of his duties;
- (4) Fraud;
- (5) Other causes analogous to the foregoing expressly specified in the company rules and regulations or policies.

XI. 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.

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.

XII. 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 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.

XIII. 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.

XIV. OTHERS:

- 1 Joining social insurance / employment insurance
 Employees' pension insurance, Health insurance, Employment insurance
 Industrial accident insurance National pension)
National health insurance Others ()
- 2 Health check at the time of hiring: Month() Year()
- 3 First regular health check: Month() Year()(every() afterwards)
- 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.
- 5 Payment of salary shall only be through bank transfer.
- 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.

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



Printed Name and Signature of the
Accepting Organization

Printed Name and Signature of the
Worker

Signed in the presence of:

Printed Name and Signature of the
Representative of the Sending Organization

