

EMPLOYMENT CONTRACT

This Employment contract is executed and entered by and between:

A. EMPLOYER/PRINCIPAL DETAILS	
Company Name	: XYZ Company, Ltd.
Complete Address	: 1-2-3 Roppongi, Minato-ku, Tokyo 111-111 Japan
Tel. No.	: 080-111-111
B. REPRESENTED IN THE PHILIPPINES BY	
PRA Name	: Pinoy Recruitment Agency
Complete Address	: 123 Manila, Ph
C. WORKER DETAILS	
Name	:
Philippine Address	:
Civil Status	:
Passport No.	:
Date & Place of Issue	:

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment/ Place of Employment <i>*exact address:</i>	1-2-3 Roppongi, Minato-ku, Tokyo 111-111 Japan
2. Contract Duration/ Term of Employment: <u>3 years</u> <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 checked="" type="checkbox"/>) The contract shall be automatically renewed () The contract is not renewable/fixed () 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	
3. Job Position/Title:	As per approved job order <i>* Actual Duties/Work Assignment & Criteria/Qualifications: Annex A</i>
4. Basic Monthly Salary <i>*excluding allowances:</i> As per approved job order Bonus: () Once a year; (<input checked="" type="checkbox"/>) Twice a year; () Based on company/worker performance Salary Increase: Once a year; (<input checked="" type="checkbox"/>) Based on company/worker performance <i>*Salary Breakdown & Other Allowances: Annex B</i>	
5. Working Hours etc. <i>*Maximum of 8 hours per day; 40hrs per week</i> a. Opening Time (<u>9:00AM</u>) Closing Time (<u>6:00PM</u>) b. Rest period (<u>60</u>) minutes c. Regular Working Days: <u>Tuesday to Saturday</u> (Monday, Tuesday etc.) d. Regular Days Off: <u>Sunday & Monday</u> (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>	

Worker Signature

XYZ COMPANY

バツ
会社

PINOY RECRUITMENT AGENCY

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 15
 b. 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 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 _____) **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 40,000) **minimum of JPY25,000*
 with monthly deduction of (JPY _____) **maximum of JPY25,000*
 _____% of the actual rental will be deducted (JPY _____) **max of 50% or JPY25,000*
 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** (any documentary or bank representation) the Worker in remitting a percentage of his salary through the proper Banking channel or other means authorized by law.

Worker Signature

XYZ COMPANY

バツ
会社

PINOY RECRUITMENT AGENCY

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 worker 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. Employer 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 worker 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.

(leave this part blank)

Worker

(signature over printed name)



MR. RED PENCIL, PRESIDENT, XYZ COMPANY

Employer/Company Representative

(signature and hanko over printed name)

NOTE: ALL PAGES SHOULD BEAR ORIGINAL SIGNATURE/HANKO OF PRA AND COMPANY PRESIDENTS

MS. BROWN PAYPAY, PRESIDENT / PINOY RECRUITMENT AGENCY

Philippine Representative/Licensed Recruitment Agency

(signature over printed name)

Worker Signature

XYZ COMPANY

PINOY RECRUITMENT AGENCY

“ANNEX A”

EMPLOYER/COMPANY	XYZ COMPANY
WORKER	
JOB POSITION/TITLE	CIVIL ENGINEER
<i>Job Description</i>	Design, develop and construct a huge range of projects of the physically and naturally built environment from conception through to completion.
A. List of Actual Duties/Work Assignment of the Worker	
1.	Manage, design, develop, create, and maintain small-scale through to large-scale construction projects in a safe, timely and sustainable manner
2.	Conduct on site investigations and analyze data (maps, reports, tests, drawings and other)
3.	Carry out technical and feasibility studies and draw up blueprints that satisfy technical specifications
4.	Assess potential risks, materials, and costs
5.	Provide advice and resolve creatively any emerging problems/deficiencies
6.	Oversee and mentor staff and liaise with a variety of stakeholders
B. List of Criteria/Qualifications Required by the Company	
1.	College Graduate/Bachelor's Degree in <u>BS Civil Engineering</u>
2.	Language Proficiency: a. Japanese Language – JLPT <u>N3</u> level or its equivalent b. English Language – Business level
3.	Related Experience: at least <u>2</u> year/s
4.	<u>Licensed Civil Engineer in the Philippines</u>
5.	<u>Excellent knowledge in design and visualizations software such as AutoCAD, Civil 3D or similar</u>

Worker Signature

XYZ COMPANY


 バツ
会社

PINOY RECRUITMENT AGENCY



“ANNEX B”

SALARY SCHEME/BREAKDOWN	
EMPLOYER/COMPANY	XYZ COMPANY
WORKER	
JOB POSITION/TITLE	CIVIL ENGINEER
A. Basic Monthly Salary	: JPY 250,000
B. Approximate Deductions	
1. Income Tax	: JPY 3,150.00
2. Social Insurance/Shakai hoken (health insurance, employment insurance, pension)	: JPY 40,000.00
3. Housing / Accommodation	: n/a
4. Accommodation Utilities	: Actual Cost to be paid directly by the worker
5. Residence tax will be deducted beginning 2 nd year	
C. Total Deductions (1+2+3+4+5)	: JPY 43,150.00
D. Net pay/Take home pay (A-C)	: JPY 206,850.00
E. Other Allowances/Benefits (monthly/yearly)	
1. Housing / Accommodation	: JPY 40,000.00/monthly
2. Accommodation Utilities	: Actual Cost
3. Commutation/Transportation	: Actual cost
4. Business trip allowance (onsite visits)	: JPY 50,000.00/trip
5. Family/Dependent Allowance	: JPY 20,000/child monthly (if family status)
6. Vacation Allowance	: Round trip ticket to Philippines during annual paid vacation leave (if single status)

Worker Signature

XYZ COMPANY


 バツ
会社

PINOY RECRUITMENT AGENCY

