



DEPARTMENT OF LABOR AND EMPLOYMENT
PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION

STANDARD EMPLOYMENT CONTRACT
FOR FILIPINO DOMESTIC WORKER

NOT FOR SALE

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

A. Employer: _____

Address: _____

Civil Status: _____ Tel. No.: _____ Fax No.: _____

Represented in the host country by: _____

Foreign Placement Agency: _____

Address: _____

Contact Numbers: _____ Fax No.: _____

and the

B. Domestic Worker (DW): _____

Philippine Address: _____

Civil Status: _____ Contact Numbers: _____

Passport No.: _____ Date and Place of Issue: _____

Represented in the Philippines by: _____

Philippine Recruitment Agency: _____

Address: _____

Contact Numbers: _____ Fax No.: _____

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment: _____
2. Contract Duration: _____ years. (maximum of 2 years commencing from DW's departure from the point of origin to the site of employment)
3. Minimum basic Monthly Salary: _____. In the event of Malaysian Ringgit (RM) fluctuation by 10% (+/-) against the US Dollar, the equivalent local currency (RM) will be adjusted accordingly upon official issuance from POLO. (*Minimum basic monthly salary is USD400.00 or RM1,680.00*)
4. Working Hours: The DW shall be provided with continuous rest of at least 8 hours per day.
5. Rest Day: At least one (1) rest day per week shall be provided to the DW. In case the DW is required by the employer to work during rest day, the employer must compensate the DW at RM 65.00 per worked rest day.

6. Free transportation to the site of employment and back to point of origin upon expiration of contract or when contract of employment is terminated through no fault of the DW and/or force majeure. In case of contract renewal, free round-trip economy class air ticket shall be provided by the employer.
7. The employer shall furnish the DW, free of charge, separate, suitable and sanitary living quarters as well as adequate food or food allowance.
8. Free medical and dental services for the DW including facilities and medicine.
9. Vacation leave with full pay of not less than 15 calendar days for every year of service shall be provided to the DW, to be availed of upon completion of the contract.
10. The employer shall provide the DW with personal life, accident, medical and repatriation insurance from a reputable insurance company in the host country.
11. In the event of death of the DW during the term of this contract, his/her remains and personal belongings shall be repatriated to Philippines at the expense of the Employer. In case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the DW's next of kin or by the Philippines Embassy.
12. The Employer shall assist the DW in remitting a percentage of his /her salary through the proper banking channels.
13. Termination:
 - a. Termination by Employer: The Employer may terminate the DW's contract of employment for any of the following just causes: serious misconduct, willful disobedience of the DW of the lawful orders of the employer or immediate household members in connection with his/her work; gross habitual neglect by the DW of his/her duties; violation of the laws of the host country. The DW shall shoulder the repatriation expenses.
 - b. Termination by the DW: 1) Termination without just cause: the DW may terminate the contract without just cause by serving a written notice on the employer at least one month in advance. 2) Termination for a just cause: the DW may also terminate the contract without serving any notice to the employer for any of the following just causes: when the DW is maltreated by the Employer or any member of his/her household; when the employer violates the terms and conditions of this contract; when the employer commits any of the following acts – deliberate non-payment of salary, physical molestation and physical assault. The Employer shall pay for the repatriation expenses.
 - c. Termination due to Illness: Either party may terminate the contract on the grounds of illness, disease or injury suffered by the DW, where the latter's continued employment is prohibited by law or is prejudicial to his/her health as well as to the health of the employer and his/her household. The repatriation expenses shall be shouldered by the employer.
14. Settlement of Disputes: In case of dispute between the DW and the employer, the matter must be referred by either party to the Philippine Embassy who shall endeavor to settle the issue amicably to best interest of both parties. If the dispute remains unresolved, the Embassy official shall refer the matter to the appropriate Labour authorities of the host country for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

15. Special Provisions:

- a. The employer shall treat the DW in a just and humane manner. In no case shall physical violence be used upon the DW.
 - b. The DW shall work solely for the Employer and his/her immediate household. The Employer shall in no case require the DW to work in another residence or be assigned in any commercial, industrial or agricultural enterprise.
 - c. The employer shall not deduct any amount from the regular salary of the DW other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.
 - d. The employer shall pay for the DW's residence permit, exit-re-entry visa.
 - e. The passport and work permit of the DW shall remain in her possession.
16. No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA.
17. In the event of war, civil disturbance or major natural calamity, the employer shall repatriate the DW at no cost to the DW.
18. Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines or the host country. Any applicable provisions on labor and employment laws of the host country are hereby incorporated as part of this contract.

In witness thereof, we hereby sign this contract this _____ day of _____,
20____ at _____.

(Name and Signature of Domestic Worker)

(Name and Signature of Employer)

(Philippine Recruitment Agency)

(Foreign Placement Agency)

(MALAYSIAN NOTARY PUBLIC)

***Note:** This contract shall be verified by the Philippine Overseas Labor Office (POLO) and authenticated by the Philippine Embassy (Consular) before submission to POEA.*

AFFIDAVIT OF UNDERTAKING
(FOR DOMESTIC WORKER THRU ACCREDITED MALAYSIAN MAID AGENCY)

I, _____, with NRIC/Passport No. _____, and residence address at _____, state under oath and affirm that as the employer of Domestic Worker (DW) _____, with Passport No. _____, I commit to comply with the following:

- To pay my DW the basic monthly salary of at least four hundred US Dollars (\$400.00) or one thousand six hundred eighty Malaysian Ringgit (RM 1,680.00):
- To provide my DW at least one (1) rest day per week, that can be any day of the week as mutually agreed by me and my DW. In case my DW is required by me or any member of my immediate household to work during the agreed rest day, I must compensate my DW at least sixty-five Malaysian Ringgit (RM 65.00) per worked rest day;
- To ensure that the passport of my DW shall remain in his/her possession. Safekeeping of the same must have a written permission from my DW. In case my DW permitted me or any member of my immediate household to safekeep his/her passport, the same must be readily available to my DW anytime she asks for it;
- To allow my DW to use his/her cellular phone and other electronic gadget during rest period;
- To allow my DW to attend the mandatory Post Arrival Orientation Seminar (PAOS) being conducted by POLO-Malaysia within sixty (60) days upon arrival in Malaysia,
- That for monitoring purpose, I will allow my employment agency access to my DW in person or through telephone from time to time during the entire duration of his/her employment with me,
- That in the event my DW has any unresolved grievance or work-related dispute/issue against me, I undertake to send her to my employment agency or at the Philippine Overseas Labor Office (POLO), Philippine Embassy, with the view of resolving the issue,
- To not unilaterally terminate the Employment Contract of my DW without referring the matter to my employment agency for clearing with POLO. Failure to do so, I will be held responsible for any award or damage that the Philippine Authorities may impose against my employment agency.
- That I will notify my employment agency at least seven (7) working days before sending my DW back to the place of origin in the Philippines, allowing my employment agency to verify if all wages have been paid. In the event my DW subsequently file a valid complaint for unpaid wages after sending him/her back to the place of origin in Philippines, my employment agency shall have the right to recover on the behalf of my DW such unpaid wages and or any compensation due her (DW); and
- That me and my immediate family hereby jointly and severally undertake to indemnify my employment agency in full against all claims, demand, action, suit, proceeding, losses, liability, cost and expenses whatsoever, which may be taken or made against the employment agency by the DW, arising from breach of the terms and conditions of the Employment Contract by me or any member of my immediate family.
- To pay for the 14-day quarantine and SWAB test of the worker upon arrival in the KLIA, Malaysia; and
- To secure "authority to enter" Malaysia of the worker from the Malaysian Immigration.

I understand that failure on my part to comply with the above shall be a ground for the withdrawal of my DW from me by my employment agency and shall bar me from further employing Filipino DW.

Dated this _____ day of _____, 20____ at _____.

Signature of Affiant

SUBSCRIBED AND SWORN TO before me at _____ on the _____ day _____, of, 20____.

MALAYSIAN NOTARY PUBLIC