

**CONTRACT OF EMPLOYMENT  
(Other Skills)**

This contract of employment is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

Name of Employer : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

-and-

Name of Employee: \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

with the following terms and conditions:

1. The Employer hires the Employee as \_\_\_\_\_ to perform the following duties:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_
2. The term of employment is for a period of at least \_\_\_\_\_ and may be subject to renewal upon agreement of both parties.
3. The Employee shall receive a monthly salary comparable to the prevailing monthly minimum wage in the place of employment which shall not in any case be less than \_\_\_\_\_. Such monthly salary may be increased but not decreased during the period of employment.
4. The Employer shall provide the Employee with free accommodation and food during the term of this contract.
5. The Employer shall treat his/her Employee in a just and humane manner. In no case shall physical violence be used upon the Employee.
6. The Employer shall not deduct any amount from the regular salary of the Employee other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.
7. The Employer shall pay for the Employee's work/residence permit and exit/re-entry visa.
8. The passport and work/residence permit of the Employee shall remain in his/her possession.

9. In the event the Employee suffers personal injury by accident or disease arising out of, and in the course of employment, the Employer shall defray the expenses necessarily incurred by the Employee on account of the medical treatment, including maintenance in hospital while he/she is incapacitated.
10. Just causes of termination of the contract:
- a. Termination by the 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 host country 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 by his/her representative, inhuman and unbearable treatment accorded the Employee by the Employer or by his/her representative, commission of a crime/offense by the Employer or by his/her representative.* The Employer shall pay the repatriation expenses of the Employee back to the Philippines.
  - c. Termination due to illness. Either party may terminate the contract on the ground of illness, disease or injury by Employee. The Employer shall shoulder the cost of repatriation.
11. In the event of death of the Employee during terms of this agreement, his/her remains and personal belongings shall be repatriated to the Philippines at the expense of the Employer. In case the repatriation of remains is not possible, the same may be disposed of upon approval of the Employee's next of kin and/or by the nearest Philippine Embassy or Consulate at the worksite, at the Employer's expense.
12. The Employer shall provide the Employee with free transportation to the site of employment and free return transportation to the point of origin at the expiration of the contract/termination of contract. (Applicable only when worker is coming from the Philippines).
13. No provisions of this contract shall be altered, amended without written approval of the Philippine Embassy/POLO or POEA.
14. In the event of war, civil disturbance or major natural calamity, the Employer shall repatriate the Employee at no cost to the Employee.

IN WITNESS WHEREOF, the contracting parties, having read and fully understood and agree to the terms and conditions of this contract, hereunto set their signatures, the Employer on this \_\_\_ day of \_\_\_\_\_ 20\_\_ and the Employee on this \_\_\_ day of \_\_\_\_\_ 20\_\_.

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**EMPLOYER**

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**EMPLOYEE**

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_