

STANDARD EMPLOYMENT CONTRACT
For Filipino Household Service Workers

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

A. Employer: _____

Address : _____

Civil Status: _____ Contact Nos: _____

Represented in the host country by:

Foreign Placement Agency: **JLK Employment Services**

Address: **317 Outram Road #B1-35, Concorde Shopping Centre, Holiday Inn Atrium. Singapore 169075.**

Contract Numbers: **6732 5386**
and the

B. Household Service Worker: _____

Philippine Address: _____

Civil Status: _____ Contact Nos: _____

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

Represented in the Philippines by:

Philippine Recruitment Agency: **JATS Talent Center Int't. Corp.**

Address: **Room 203 - 205, 1986 Taft Ave. Corner P. Samonte St. Pasay City. Philippines**

Contact Numbers: **+639153673692**

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment: SINGAPORE
2. Contract Duration: TWO (2) years commencing from the household service worker's departure from the point of origin to the site of employment..
3. Basic monthly salary : **US\$400.00** or its equivalent in local currency.
4. Work Hours: The household service worker shall be provided with continuous rest of at least 8 hours per day.
5. Rest day: At least one (1) rest day per week.
6. Free transportation to the site of employment and back to the point of origin upon expiration of contract or when contract of employment is terminated through no fault of the household service worker and/or due to 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 household service worker, free of charge, separate, suitable and sanitary living quarters as well as adequate food or food allowance.
8. Free emergency medical and dental services for the household service worker including facilities and medicine.
9. Vacation leave with full pay of not less than 15 calendar days for every year of service to be availed of upon completion of the contract.
10. The employer shall provide the household service worker with personal life accident, medical and repatriation insurance with a reputable insurance company in the host country.
11. In the event of death of the household service worker during the term of this contract, 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 prior approval of the household service worker's next of kin or by the Philippine Embassy.

Employer

Household Service Worker

12. The employer shall assist the household service worker in remitting a percentage of his/her salary through proper banking channels.

13. Termination:

a. Termination by Employer: The employer may terminate the household service worker's contract of employment for any of the following just causes: serious misconduct or willful disobedience by the household service worker of the lawful orders of the employer or immediate household members in connection with his/her work; gross habitual neglect by the household service worker of her duties; violation of the laws of the host country. The household worker shall shoulder the repatriation expenses.

b. Termination by household service worker: 1) Termination without just cause: the household service worker may terminate the contract without just cause by serving a written notice on the employer at least one month in advance. Without such notice, the worker shall shoulder her/his return transportation. 2) Termination for a just cause: the worker may also terminate the contract without serving any notice on the employer for any of the following just causes: when the worker is maltreated by the Employer or any member of his 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 worker, 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 household. The repatriation expenses shall be shouldered by the employer.

14. Settlement of Disputes. In case of dispute between the household service worker and the employer, the matter must be referred by either party to the Philippine Embassy who shall endeavor to settle the issue amicably to the best interest of both parties, as appropriate. 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 household service worker in a just and humane manner. In no case shall physical violence be used upon the household service worker.

b. The household service worker shall work solely for the Employer and his immediate household. The employer shall in no case require the worker 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 household service worker other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.

d. The employer shall pay for the household service worker's work/residence permit and exit/re-entry visa.

e. **It shall be unlawful for the Employer to hold or withhold the Helper's passport with or without his/her consent.**

f. The work/residence permit of the household service worker 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 worker at no cost to the worker.

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 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 _____

_____.

Household Service Worker

Employer

Philippine Recruitment Agency

Foreign Placement Agency

**UNDERTAKING OF EMPLOYER
FOR THE EMPLOYMENT OF A HOUSEHOLD SERVICE WORKER (HSW)**

I,, with residence and postal address at
(name of employer)

....., in connection with the employment
(address of employer)

of Filipino household service worker (HSW) thru,
(name of agency)

do hereby undertake the following:

1. That I will shoulder all expenses to be incurred in hiring
(name of HSW)
including recruitment agency fees, if applicable;
2. That I shall not allow the deduction of any amount from the monthly salary/wages of above-named HSW as placement fee or refund of expenses and agency fee;
3. That upon the arrival of the HSW, I will allow/permit her to attend the Post-arrival Orientation Seminar (PAOS) being conducted by the Philippine Embassy for newly-arrived workers;
4. That the HSW shall be permitted to communicate with the embassy when needed and have custody of her passport/ travel documents at all times;
5. That I shall provide the HSW with separate sleeping quarters and given a rest period of at least eight (8) continuous hours daily;
6. That the HSW shall be given a weekly rest day as provided in the employment contract and as required under MOM regulations;
7. That the HSW shall be made to work in my residence only and shall be treated humanely by me and other persons staying at my house;
8. That the HSW shall be allowed to freely communicate with her family in the Philippines at reasonable times of the day or night;
9. That I shall not make the HSW extend her contract or transfer to another employer without informing the Philippine Embassy and shall present the person of the HSW to the embassy when so required;
10. That I shall notify the Philippine Embassy of any signification developments about the condition and employment of the HSW including her repatriation;
11. That I shall explain to the members of my household the foregoing undertaking and ensure that the undertakings are observed by them; and
12. That I shall assist the HSW in availing of benefits provided under the laws of **SINGAPORE**.

It is my understanding that if any or all of the above undertakings are violated or not complied with, I will be blacklisted and banned from hiring household service workers from the Philippines.

.....
Date

.....
Signature of Employer

Underwritten By:

SHC INSURANCE PTE. LTD.

302 Orchard Road #09-01

Singapore 238862

Tel: (65) 6829 9199 Fax: (65) 6829 9248

Website: www.shcinsurance.com.sg

Co. Reg. No: 199305211H



SHC INSURANCE PTE. LTD.

Arranged By:

insureAsia

InsureAsia Agency Pte Ltd

60 Eu Tong Sen Street #02-07

Furama Hotel & Shopping Centre

Singapore 059804

Tel: 6533 6113 Fax: 6533 4002/3

**Filipino Household Worker
Employer's Bond Proposal Form**

Statement Pursuant to Section 25(5) of The Insurance Act (Cap. 142) (or any subsequent Amendments thereof) you are to disclose in this Proposal Form, fully and faithfully, all the facts which you know or ought to know in respect of the risk that is being proposed, otherwise, the Policy issued hereunder may be void.

A. Employer's Particulars

The Employer		NRIC	Sex	Marital Status
Address			Telephone No. (R) (O) (M)	
Date of Birth	Occupation	Nationality		Annual Income (\$\$)

B. Household Worker's Particulars

Name of Domestic Worker	Date of Birth	Passport No.
-------------------------	---------------	--------------

C. Guarantors

It is compulsory for Employer to complete the Counter Indemnity form below.

D. Insurance Bond : S\$2,000

E. Bond Period : From _____ To _____

Declaration And Undertaking

Important Notice:

The Proposer is hereby notified that by virtue of signing this letter of declaration and undertaking, it is hereby understood and agreed that a copy of it, either by way of fax or otherwise shall be deemed binding and legally enforceable in a court of law and shall have the same legal effects as that of the original.

To: SHC Insurance Pte. Ltd.

302 Orchard Road #09-01 Singapore 238862

I/We hereby declare that the answers and statements given above are true and complete, and that I/We have not withheld any material information.

This Proposal and any Guarantee issued pursuant to this Proposal shall be subject to the Counter-Indemnity set forth below to which terms and conditions I/We agree.

Signature of Witness **JLK Employment Services**
 Full Name: **317 Outram Road #B1-35, Concorde**
 NRIC No.: **Shopping Centre. Singapore 169075**
 Address: **Tel: 67325386 Fax: 67325370**
E.A. License No: 02C3501

 Signature of Employer
 Full Name:

Terms and conditions of Counter-Indemnity for Letter of Guarantee No. _____

In consideration of SHC Insurance Pte. Ltd. ("The Insurer") agreeing at my/our request to issue an Insurance Bond (The Bond) in favour of The Philippine Overseas Labour Office ("P.O.L.O.") guaranteeing the payment on demand of any sums not exceeding in total Singapore Dollars Two Thousand (S\$2,000), I/We hereby jointly and severally irrevocably and unconditionally agree and undertake for myself/ourselves and my/our heirs, executors, administrators, assigns and successors that :

- As a continuing obligation I/We shall indemnify and keep indemnified the Insurer from and against all claims, demands, payments, actions, suits, proceedings, losses, expenses including legal costs on an indemnity basis and all other liabilities of whatsoever nature or description which may be or taken against or incurred by the Insurer in relation to or arising out of the Bond and/or this Counter-Indemnity.
- Where any request is made upon the Insurer by P.O.L.O. for payment of any sum of money pursuant to the Bond, ("such request") the Insurer shall at its absolute discretion be at liberty to contest or compromise or immediately pay upon such request and such request shall be sufficient authority to the Insurer for making any payment thereon without requiring or obtaining any evidence or proof that the amount so claimed or requested is due and payable to P.O.L.O. and without any notice or reference to or further authority from me/us notwithstanding that I/We may dispute the validity of any such claim or request.
- I/We shall not at any time question or challenge the validity legality or otherwise of any payment made by the Insurer to P.O.L.O. pursuant to such request or deny any liability under this Counter-Indemnity on the ground that such payment or any part thereof made by the Insurer was not due to payable under the Bond or on any other ground whatsoever.
- I/We shall not be discharged or released from this Indemnity by any compromise, variation or arrangement made between P.O.L.O. and the Insurer in relation to the obligations undertaken by the Insurer under the Bond or by any forbearance whether as to payment, time, performance or otherwise given by the P.O.L.O. to the Insurer.
- My/Our liability herein is irrevocable and shall remain in full force and effect until the Insurer's liability under the Bond is fully discharged to the Insurer's satisfaction.
- This Indemnity shall be governed by and construed in accordance with the laws of Singapore.

Policy Owners' Protection Scheme

The following specified types and lines of general insurance are protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC):

- All compulsory insurance policies under the Motor Vehicles (Third Party Risks and Compensation) Act and Work Injury Compensation Act
- Personal motor insurance policies
- Personal travel insurance policies
- Personal property (structure and contents) insurance policies
- Foreign domestic maid insurance policies
- Individual and group short-term accident and health insurance policies

Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA or SDIC websites (www.gia.org.sg or www.sdic.org.sg).