

Primary Employment Contract

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

A. Employer : _____
Address : _____

Represented in the Philippines by:

Agency : **RISE MANPOWER SERVICES, INC.**
Address : 1019 Gen. Malvar St., Malate, Metro Manila, Philippines

-and-

B. Employee : _____
Address : _____
Birthdate : _____ Sex : _____
Civil Status : _____ Passport No.: _____
Date & Place of Issue : _____

Voluntarily binding themselves to the following terms and conditions:

1. Site of employment: _____
2. Contract duration: _____ Year(s)
3. Commencement of contract: Upon departure from point of origin
4. Employee's position. _____
5. Basic monthly salary. _____
6. Regular working hours: _____
7. Overtime Pay:
 - a. For work over regular working hours: _____
 - b. For work on designated rest days and holidays: _____
8. Leave with Full Pay:
 - a. Vacation Leave : _____
 - b. Sick Leave : _____

X _____

9. 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 employee is unable to continue to work due to work-connected or work-aggravated injury or illness;
 - d. force majeure; and
 - e. In such other cases when contract of employment is terminated through no fault of the employee.
10. Free suitable accommodation and a meal allowance of _____.
11. Free medical insurance card for hospitalization facilities including medicine.
12. Workmen's compensation benefits for service-connected illness or injuries or death in accordance with the pertinent laws of _____.
13. In the event of death of the Employee during the term of this agreement, his remains and personal belongings shall be repatriated to the Philippines at the expense of the Employer. In case the repatriation of the remains is not possible, the same may be disposed of upon prior approval by the Employee's next of kin and/or by the Philippine Embassy/Consulate nearest the jobsite.
14. The Employer shall assist the Employee in remitting a percentage of his salary through the proper banking channel or other means authorized by law.
15. Termination: Neither party may unilaterally cancel the contract except for legal, just and valid cause(s):
 - a. Termination by Employer. The Employer may terminate this contract on grounds of closure or cessation of operation of the establishment/undertaking or due to retrenchment to prevent losses, by serving a written notice to the employee at least one (1) month before the intended date thereof or payment of separation/termination pay equivalent to one (1) month salary. The Employer shall bear the repatriation expenses of the employee.

The Employer may also 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 the host country, and/or terms of this Agreement. The Employee shall shoulder the repatriation expenses.

- b. Termination by the Employee. The Employee may terminate this Contract by serving one (1) month in advance written notice to the Employer. If no notice is served, the employee shall shoulder all expenses relative to his expatriation back to his point of origin.

The Employee may also 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 Employee by the Employer or his representative; commission of a crime/offense by the Employer or his representative; and violation of the terms and conditions of the employment contract by the Employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.

- c. Termination due to illness. Either party may terminate the contract on the ground of illness, disease or injury suffered by the employee. The Employer shall shoulder the cost of repatriation.

- 16. Settlement of Disputes. All claims and complaints relative to the employment of contract of the employee shall be settled in accordance with Company policies, rules and regulations. In case the Employee contests the decision of the Employer, the matter shall be settled amicably with the participation of the Labor Attache or any authorized representative of the Philippine Embassy/Consulate nearest the site of employment. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate body in the host country or in the Philippines, if permissible by the host country laws at the option of the complaining party.
- 17. The Employee shall observe the Employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.
- 18. Applicable Law. Terms and conditions of employment which are not incorporated in this contract shall be governed by the laws of the host country or the Philippines whichever is beneficial to the worker.

X

IN WITNESS WHEREOF, we hereby sign this contract this _____ day
of _____, _____ at Manila, Philippines.

EMPLOYEE

EMPLOYER

**Philippine Representative
(Licensed Recruitment Agency)**

Witness

Witness