**STANDARD EMPLOYMENT CONTRACT**

This Employment Contract is executed and entered into by and between:

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| A. Employer | : {company} | | |
|  |  |  |  |
| Address | : {address} | | |

B. Represented in the Philippines by:

Name of Agency/Company: **{agency}**

Address: **{agency\_addr}**

*and*

C. Employee : \_{employee}\_\_

Civil Status : \_{civilstatus}\_\_

Address : {employee\_addr}\_\_

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment: **{site\_employee}**
2. Contract start: {contract\_start}
3. Contract Duration: \_{years}\_ **YEARS** commencing from the Employee's departure from the point of origin to the site of employment.
4. Employee's Position: **{position}**
5. Basic Monthly Salary: **{salary}**
6. Regular working hours: Maximum of 8 hours per day, six days a week.

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| --- | --- | --- | --- | --- | --- |
| 6. | Overtime Pay: | a) For work over regular working hours | | | : **150% of Basic Salary** |
|  |  | b) For work on designated rest days & holidays | | | : **200% of Basic Salary** |
| 7. | Leave with Fully Pay: | | a) Vacation Leave | : **15 DAYS** |  |
|  |  |  | b) Sick Leave | : **15 DAYS** |  |

1. Free transportation to the site of employment and in the following cases, free return transportation to the point of origin:
   1. expiration of the contract;
   2. termination of the contract by the employer without just cause;
   3. if the employee is unable to continue due to work connected or work aggravated injury or illness;
   4. force majeure; and
   5. in such other cases when contract of employment is terminated through no fault of employee.
2. Free Food & Suitable accommodation.
3. Free emergency medical and dental services and facilities including medicine.
4. Workmen's compensatory benefits for service connected illness or injuries or death in accordance with the pertinent laws of Libya.
5. 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 maybe disposed of up on prior approval of the Employee's and/or by the Philippine Embassy/Consulate nearest the job site.
6. The employer shall assist the employee in remitting a percentage of his salary through the proper banking channel or other means authorized by law.
7. Termination: Neither party may unilaterally cancel the contract except legal, just and valid cause(s):
   1. **Termination by Employer** – The Employer may terminate this Contract on groundsof closure or cessation of operation of the establishment/undertaking or due to

retrenchment to prevent loses, by serving a written notice to the employee at least one (1) month before the intended date thereof or payment of

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separation/termination pay equivalent to one (1) month salary. The Employer may also 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, engaging in trade union activities, when Employee violates customs, traditions and laws of KSA and/or terms of this agreement. The employee shall shoulder repatriation expenses.

1. Termination by the 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 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.

b.1 The employee may terminate this Contract without just cause be serving one (1) month in advance written notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall shoulder all relative to his repatriation back to his point of origin.

* 1. Termination due to illness: Either party may terminate the contract on the ground of illness, diseases or injury suffered by the employee. The employer shall shoulder the cost of repatriation.

1. Settlement of Disputes – All claims and complaints relative to the employment 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 Attaché 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 government body in (host country), or in the Philippines if permissible by host country laws at the portion of the complaining party.
2. The Employee shall observe Employer's country rules and abide by the pertinent laws of the host country and respect its customs and traditions.
3. Other terms and conditions of employment which are consistent with the above provisions shall be governed the pertinent laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, we hereby signed this contract this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ at Manila, Philippines.

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| Employee |  | Employer |  | |