

## EMPLOYMENT TERMS AND CONTRACT

POSITION: \_\_\_\_\_

### EMPLOYEE INFORMATION

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### EMPLOYER INFORMATION

Name: \_\_\_\_\_

Address of Employment: \_\_\_\_\_

Contact Information: \_\_\_\_\_

NBI Clearance Status (For the Philippines)

New Reference #: \_\_\_\_\_

Valid Until: \_\_\_\_\_

Employee is expected to provide documentation verifying that NBI clearance is up to date.

## EMPLOYMENT TERM

### PROBATION / TRIAL PERIOD

Starting Date: \_\_\_\_\_

End Date: \_\_\_\_\_

### CONTRACT EMPLOYMENT

Starting Date: \_\_\_\_\_

### SALARY TERMS

Base Pay: \_\_\_\_\_

Food Allowance: \_\_\_\_\_

Mobile Phone Allowance: \_\_\_\_\_

Benefits: \_\_\_\_\_

### PAY PERIOD / PAY DAY

\_\_\_\_\_

## EMPLOYMENT TERMS AND CONTRACT

### OVERTIME POLICY

If worked after \_\_\_\_\_, \_\_\_\_\_ per hour will be paid. If worked until \_\_\_\_\_ food allowance of \_\_\_\_\_ will be provided.

### BONUS

13th month \_\_\_\_\_ bonus will be paid under a one-year contract. Bonus will be pro rated based on the months worked if the employee has worked less than a year.

### ADVANCE PAYMENT

Example: Salary advance will be considered on as needed basis if a completion of \_\_\_\_\_ (length of time i.e. 3 months, 6 months, 9 months, a year) of work is met. No more than the amount of \_\_\_\_\_ (i.e.) half / one) month salary can be offered as an advanced payment at a time. All loans must be repaid in full before terminating employment or requesting another loan. If not paid back before the termination of employment, it will be deducted from the last salary.

### SEVERANCE PAY

Example: At termination, \_\_\_\_\_ base salary will be paid. This only applies if the employer terminates the contract due to relocation or change in household needs. Separation pay is not applicable if the employee quits to take another job or if the employee is fired due to the theft or misconduct. See Termination.

### BENEFITS (If applicable)

Example: Employer provides additional funds to pay the employer contribution of Social Security (monthly), Phil Health and PAG-IBIG.

### HOURS

\_\_\_\_\_ Days A Week

\_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

\_\_\_\_\_ (weekend)

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

## EMPLOYMENT TERMS AND CONTRACT

### HOLIDAYS & VACATIONS

Employee will be given the \_\_\_\_\_ Regular Holidays published by the local government. For applicable holidays, see the list below.

Employee will be also given \_\_\_\_\_ days of leave/vacation per year.

### REGULAR HOLIDAYS

Examples:

New Year's Day

Chinese New year

Good Friday

Holi

Labor Day

Independence Day

Eid al-Fitr

Diwali

Christmas Day

### HOLIDAY PAY

If an employee works on a holiday or Sunday, \_\_\_\_\_ will be paid for a full day of work and \_\_\_\_\_ will be paid for a half day of work.

### MEDICAL & PERSONAL LEAVE

Employee will be given up to \_\_\_\_\_ days of paid leave of absence per year for the reason of sickness, medical or personal purposes.

### OTHER TERMS

Example: Children are not to be removed from the residence without parent or parent approval.

Employee will maintain phone balance on cell phone at all time when working to ensure consistent communication via text messaging with employers. Employer will provide \_\_\_\_\_ for cell phone allowance each month for usage for work.

## EMPLOYMENT TERMS AND CONTRACT

### TERMINATION

Immediate termination of this contract without a severance package will occur for the following reasons.

\*Serious misconduct or willful disobedience by the employee.

\*Fraud or willful breach by the employee of the trust reposed in him by the employer.

\*Commission of a crime or offense by the employee against the employer or any immediate member of his family.

If employee requests to leave before one-year contract has been completed, and repayment of any loans/salary advances is required. Employer has the right to break the contract with just cause and under reasonable circumstances (relocation/unacceptable behavior of employee). Under normal circumstances if possible, one-month advance notice by either party to break the contract would be appreciated.

I verify that the above information is accurate and agree to the terms outlined.

Signature

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Employer/Date

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Employee/Date