

MODEL CONTRACT

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

- A. EMPLOYER: _____
Authorized Representative: _____
Address: _____
P.O.Box: _____
Tel. No.: _____ Fax No: _____
Comm'l Registration/License No: _____
Date and Place of Issue: _____
Representative in the Philippines: HUMANLINK INTERNATIONAL MANPOWER AGENCY
(Name of the Agent Company) and MS. ROSALINDA C. VELORIA(person authorized by agent
Company who will be jointly responsible for compliance herewith)

And

- B. EMPLOYEE: _____
Surname First Name Middle Name
Civil Status: _____
Date of birth: _____
Place of birth: _____
Passport No.: _____
Date and Place of Issue: _____
Address in the Philippines: _____

Parties voluntarily bind themselves to the following:

ARTICLE 1: Basic Terms of the Contract

This Contract shall be valid and effective for:

- 1.1. Duration _____ (Years)
- 1.2. Effectively: Upon Employee's departure from Manila. Philippines provide that no more than (2) working days elapsed between the date of actual departure and the date of arrival in Fiji .
- 1.3. Site of Employment: FIJI
- 1.4. Employee's Position: _____ (Classification/Position)
- 1.5. Basic Monthly Salary:

US\$ _____ of its equivalent in the local currency: _____

- 1.5.1 Assignment to alternate work which the Employer has established with a higher Wage bracket salary. However, the Employee's basic salary shall not be reduced when assignment to perform a lower paid job.
- 1.5.2 The basic monthly salary shall be reviewed every year for upward adjustment taking into account the rise in the consumer price index, the kina - US\$ rate, and other economic factors.
- 1.6. Regular hours:
For Employees working in urban center: not to exceed 42 hours per week.
For Employee in the rural sector: not to exceed 44 hours per week.

1.7. Overtime pay:

1.7.1 For work over regular working hours: “As per (COUNTRY) Labour Law”.

1.7.2 For work in designated rest days and holidays: “As per (COUNTRY) Labour Law”.

1.8. Leave with full Pay:

1.8.1 Sick Leave: nine (9) working days for Employees in the urban centre:

Six (6) working days for Employees in the rural sector

1.8.2 Sundays and official Public Holidays.

ARTICLE 2: General Provisions of the Contract:

2.1 The Employee and upon the discretion of the Employer, his spouse and his dependents /children, shall be entitled to free transportation to the site of employment and free transportation to Manila, Philippines in the following cases

2.1.1 Expiration of this contract

2.1.2 Termination of this contract for any reason whatsoever

2.2 The employer shall likewise provide free transportation to the Employee's spouse and children or any of his dependents in the event of the Employee's death.

2.3 Notwithstanding the foregoing provision, should the Employee return to the Philippines For personal reasons prior to the completion of termination of this Contract, the employee shall pay for his return fare.

2.4 The cost of transportation of personal effects of the Employee and his spouse dependents shall be borne by the Employer.

2.5 The Employee shall be provided free of charge with furnished decent and comfortable Accommodation which shall be available on or within a reasonable period after the employee's arrival

2.6 The Employee shall be provided free food and meals to the employee during the term of his /her employment.

2.7 Free emergency medical and dental services and facilities shall be provided by the employer to the Employee especially in areas where medical services are inadequate.

2.8 Workmen's Compensation benefits for service connected illness and death shall be in accordance with the Workmen Compensation Legislation of Fiji.

2.9 In case of death of the Employee, the Employer shall bear the expenses for the repatriation of the remains of the Employee and his personal properties and shall cover the repatriation of his surviving spouse and any of his dependents to the Philippines free of charge.

If repatriation of remains is not possible under certain circumstances, the proper disposition thereof shall be made upon previous arrangement with the Employee's next of kin, or in his absence, any appropriate official of the Philippines Embassy in Fiji.

2.10 In case of death of the employee or where the Employer, after consideration of the circumstances, directs that the death of the Employees be presumed, his spouse and dependents shall be eligible to be paid the amount in lieu of recreation leave and bonus determined on a pro-rata basis for the period of service prior to the death of the employee for which recreation leave and/or bonus payments have not previously been made.

2.11 Personal Accident Insurance in the amount of P100,000.00 shall be provided by the Employer to the Employee.

- 2.12 The Employer shall provide assistance in remitting a portion of the Employee's salary directly to his designated beneficiary's account through bank to bank transfer.
- 2.13 The Employee shall be entitled to a completion bonus equivalent to one month salary Upon completion of one year of service for the Employer,
- 2.14 Should the Employee be terminated through no fault of his, he shall be entitled to his Completion bonus computed on a pro-rata basis.
- 2.15 The Employee shall be reliable for payment of his own income in accordance with the Tax Laws of Fiji and the Philippines.

ARTICLE 3 Termination of the Contract:

Neither party may unilaterally cancel this Contract except for the following legal, just and valid causes:

- 3.1 The contract of the employment may be terminated by the Employer without notice on the following grounds: misconduct, willful disobedience of a lawful or responsible order, dishonesty, habitual neglect of duties, and excess use of intoxicating liquor or drugs and violation of the laws of Fiji.
- 3.2 The Employer or Employee may terminate this contract without notice on the following grounds: serious insult, inhuman, unbearable treatment accorded the Employee and his dependents and violations made by the Employer of the terms and conditions of this contract.
- 3.3 The Employer or Employee may terminate this Contract on other grounds by giving one month's written notice of the Employer's or Employees intention to terminate or in lieu thereof pay the Employee a sum equivalent to one month salary.

ARTICLE 4: Settlement of dispute:

A dispute arising from the Employment Contract may be referred to a representative of the Philippine Embassy and the Employer concerned for mediation before said dispute is referred to the *National Supreme Court of Fiji*.

ARTICLE 5: Contract Renewal

This contract renewal for another year upon agreement of both the Employer and Employee.

- 5.1 in case the parties renew the Contract, the Employee shall be entitled to one month paid vacation in the Philippines or any other country agreed upon by the parties and a round trip ticket to Fiji prior to resumption of employment.
- 5.2 In the event of such renewal, the Employee shall submit the renewed contract or a certification of renewal for verification and authentication at the Philippines Embassy in Fiji. When this is not possible, the employee shall submit the Contract to the Philippines Overseas Employment Administration for verification upon his return/vacation to the Philippines.

ARTICLE 6: Other Provisions

- 6.1 Other company benefits provided to other works in the same category shall be provided to the Employee by the Employer.
- 6.2 The Employee shall observe the code of discipline for Filipino workers and the Employer's company rules and abide by the pertinent laws of Fiji and respect its customs and traditions.

- 6.3 The Employer shall notify the Consular Section of the Philippine Embassy Fiji of the Employee's employment within (10) days from the date of the employee's arrival at the worksite.
- 6.4 The Employer shall promptly notify the Consular Section of the Philippine Embassy in Fiji and it's agent in the Philippines or the Philippines Overseas Employment Administration (POEA) in the event of the Employee's detention, serious illness, injury or death, resignation or termination of employment for whatever reasons.

ARTICLE 7; State of Emergency/Riot:

- 7:1 In case of stoppage of work through prolonged or life-threatening riots, civil disturbances, violent demonstration, or where an emergency is declared or a forced evacuation is ordered by the Government Authorities, the Employer shall have the obligation to transfer the Employee to a safe place, or if work could not resume on account of any of the aforesaid circumstances, to repatriate the Employee to his country of recruitment at company expense.

ARTICLE 8: Application Law:

Other terms and conditions of employment not covered herein shall be governed by the pertinent laws of Fiji insofar as they are favorable to the Employee.

ARTICLE 9: Prohibited Reduction of Salary of Employee by Employer:

The Salary herein agreed shall not be diminished or reduced for any reasons, including changes of whatever kind not originally agreed upon in this contract. Any such change or reduction after the Employee's arrival in Fiji is void and illegal

ARTICLE 10: The Employer shall furnish the Employee with copy for this contract, for presentation to the Department of Labour and Employment (DOLE) in Manila.

CERTIFICATION

The Employer and Employee certify that they have read and fully understood the terms and Conditions of the foregoing Agreement and both further certify that this Agreement is the sole valid contract between them and that any other Agreement of Understanding aside from this shall be considered null and void

IN WITNESS WHEREOF, the parties have hereunto voluntary signed their respective names

Below this _____ day of _____ at _____.

 REPRESENTATIVE
 POSITIO

(Company Seal)

(This contract must be sworn to before a magistrate or commissioner of Oaths with signature and printed name)