**EMPLOYMENT CONTRACT**

This Employment contract is executed and entered by and between:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **Employer:** | | |  | | | | | | |
| Address: | | |  | | | | | | |
| ID No.: | | |  | | | Contact No.: | |  | | | |
|  | | | | | | | | | |
| Represented in the Philippines by | | | | | | | | | |
| Agency Name: | | |  | | | | | | |
| Representative: | | |  | | | | | | |
| Address: | | |  | | | | | | |
|  | | | | | | | | | |
| 1. **Worker:** | |  | | | | | | | |
| Civil Status: |  | | | Passport Number: |  | | Date & Place of Issue: | |  |
| Address: |  | | | | | | | | | |

voluntary binding themselves to the following terms and conditions:

1. Position : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Contract Duration : \_\_ year/s from the date of deployment from the Philippines.
3. Annual Salary Package

Annual Salary : € \_\_\_\_\_\_\_ to be paid (monthly/every fortnight)

Statutory Bonus : € 270.20

Weekly Allowance : € 242.32

1. Allowances

Food/Accommodation : € \_\_\_\_\_\_\_

Accommodation

The Employer shall provide for the worker’s accommodation at no charge, and no deduction from salary with the address at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Regular Working Hours : 40 hours/week
2. Overtime Pay
   1. For time more than daily working hours, or over 40 hours in a week: 150% hourly rate
   2. For time worked on weekly day of rest: 200% hourly rate
3. Leaves:
   1. Vacation Leave: 216 hours
   2. Sick Leave: 14 days
   3. All the other leaves as provided by Maltese Law
4. The employer shall shoulder the joining ticket or airfare of the worker to the jobsite and provide the arrangements for the entry protocols/quarantine as necessary.
5. The worker shall be enrolled in the national health system, with the contributions paid in accordance to host country laws.
6. The employer shall enroll the worker to a personal life and working accident insurance at no cost to the worker
7. Termination
   1. The employer may terminate the contract prior to the prescribed period due to 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.
   2. 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.
   3. Either party may terminate the contract due to a health condition provided that the medical condition makes the employee unable to perform his tasks even with reasonable accommodations.
8. Notice

The party terminating the employment contract prior to the period stipulated must serve a one-month notice to the other party, subject to the succeeding provisions.

1. Penalties

Where there is no justified reason to terminate the employment, the party who breaches the contract is liable to pay the other party a sum equal to one-half of the full wages that would have accrued had the contract of employment remained in force.

1. Repatriation costs
2. 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. The employer may enroll the worker to an insurance coverage to shoulder the cost of the repatriation. In its absence or if the insurance coverage is insufficient to bear all the costs, the Employer shall shoulder the difference.
3. If the termination is due to sickness or other health condition that disables worker to continue his employment, the Employer shall repatriate the worker to the Philippines. It can be effected through an insurance covering the medical repatriation, or in its absence, the Employer shall shoulder the costs.
4. If the repatriation is due to termination made by the Employer without just cause, even during the probation period, the Employer shall shoulder the costs of the worker’s return to the Philippines.
5. If the repatriation is due to termination initiated by the worker due to: 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. The employer shall shoulder the repatriation costs of the worker to the Philippines.
6. Settlement and Disputes

In case of any labor disputes, either party may refer the matter to the Philippine Embassy who shall endeavor to settle the issue amicable to the best interest of both parties. If the dispute remains unresolved, the Philippine Embassy may refer the concern to the appropriate labor authorities of the host countries for adjudication, without prejudice to whatever legal action the aggrieved party may take against the other.

1. The worker authorizes the Philippine Government, through its authorized agents and personnel, to collect personal information, specifically latest contact numbers and addresses, directly or through the employer upon their request. It is acknowledged that the information requested will be used exclusively within the mandate of the offices and agencies as provided by Philippine laws.
2. No provision of this contract shall be altered, amended or substitute without the written approval of the Philippine Embassy or POEA.
3. Other terms and conditions of employment shall be governed by the pertinent laws of Malta.

Employer Name and Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date/Place : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

National ID No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Name and Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date/Place : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Representative : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date/Place : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_