Employment Contract

(For Filipino Kangoshi or Kaigofukushishi.)

The following employment contract, signed by and between X and Y below, enters into force upon condition that the day employee changed the resident card to EPA Kangoshi or Kaigofukushishi.

X．Employer

Name of employer:

Telephone number of contact person at the institution:

Name of the prospective facility:

Address of the prospective facility:

Y. Employee

Name of the Employee:

Address in the Republic of the Philippines:

Telephone number:

Date of birth (Y/M/D):

Passport No:

Date of passport issue (Y/M/D):

Place of passport issue:

1. Duration of employment contract

2. Trial Period

(Yes/No)（　　　　　　　　　　　　　　　）

3. Place of work

Above mentioned prospective facility

4. Job description

5. Salary

(1) Basic salary

(Monthly wage/Daily wage/Hourly wage/ Daily wage paid on a monthly basis) ( ) yen　Age-linked wages (Yes/No)

(2) Amount of allowances and method of calculation

A. Fixed allowance paid every month

 a. ( allowance, yen/method of calculation, remarks: )

 b. ( allowance, yen/method of calculation, remarks: )

 c. ( allowance, yen/method of calculation, remarks: )

 d. ( allowance, yen/method of calculation, remarks: )

e. ( allowance, yen/method of calculation, remarks: )

B. Variable allowance paid every month

 a. ( allowance, yen/method of calculation, remarks: )

 b. ( allowance, yen/method of calculation, remarks: )

 c. ( allowance, yen/method of calculation, remarks: )

 d. ( allowance, yen/method of calculation, remarks: )

e. ( allowance, yen/method of calculation, remarks: )

6. Overtime work

(1) Overtime work (Yes/No)

(2) Legal overtime work exceeding 60 hours per month (Yes/No)

 (3) Additional allowance rate for overtime work

A. The following additional allowance rate shall be applied.

Additional allowance rate for (monthly/weekly/daily) working hours

When working hours beyond (legal working hours/scheduled working hours) are from ( ) hours to ( ) hours

( )%

B. Others ( )

Remarks ( )

7. Rest day work

(1) Rest day work (Yes/No)

(2) Additional allowance rate for rest day work

A. Additional allowance rate for work on legal rest day ( ) %

B. Additional allowance rate for work on scheduled rest day ( ) %

 Remarks (　　　　　　　　　　　　　　　　　　　　　　　　　)

8. Night work

(1) Night work (Yes/No)

(2) Additional allowance rate for night work: ( ) %

A. Night work herein refers to:

 work after 10 PM to 5 AM

 others ( )

B. When above additional allowance rate for overtime work is applied;

 Additional allowance rate of overtime work and night work shall be added

 others ( )

C. When above rest day work is applied

 Additional allowance rate of rest day work and night work shall be added

 others ( )

Remarks (□Night shift allowance includes additional allowance for night work. )

9. Closing day of pay roll, pay day and method of payment

 (1) Closing day of pay roll:

A. Basic salary

( ) of every month

( ) of every month

( ) of every month

B. Allowances

( ) of every month

( ) of every month

( ) of every month

(2) Pay day:

A. Basic salary

( ) of the (following/same) month

( ) of the (following/same) month

( ) of the (following/same) month

B. Allowances

( ) of the (following/same) month

( ) of the (following/same) month

( ) of the (following/same) month

(3) Method of payment: (Transfer to your bank account/Paid in cash)

10. Deduction when paying wages based on labor-management agreement

　(Yes/No) ( )

11. Wage raise

 (Yes/No) ( )

12. Bonus

 (Yes/No) ( )

13. Retirement allowance

 (Yes/No) ( )

14. Working hours, rest

Opening hour and closing hour

A. In case of fixed working hour

Opening hour ( ) : ( )  Closing hour ( ) : ( )　　Minutes of rest ( ) minutes

B. In case of irregular working hours or shift system

(An irregular working hours/A shift system) on (weekly/monthly/yearly) basis, based on the following combination of working hours

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Opening hour ( ) : ( )   Closing hour ( ) : ( )   Day applied ( ) Minutes of rest ( ) minutes

Remarks ( )

15. Leave

(1) Annual paid leave

|  |  |
| --- | --- |
| Number of months working continuously | Number of paid leaves to be given |
| Months | Days |
| Months | Days |
| Months | Days |
| Months | Days |
| Months | Days |
| Months | Days |
| Months | Days |

Remarks ( )

Annual paid leave on the basis of hours (Yes/No)

(2) Substitute paid leaves as additional allowance for specific overtime work (Yes/No)

(3) Other leave

 Paid: ( )

Unpaid: ( )

16. Rest day

(1) In case of regular rest day:

(Monday/Tuesday/Wednesday/Thursday/Friday/Saturday/Sunday) of every week,

National Holiday,

Others ( )

(2) In case of irregular rest day:

( ) days per ( ) (weeks/months/years),

Others ( )

Remarks ( )

17. Social Insurance, Labor Insurance

The Employer shall ensure that Health Insurance, Employment Pension Insurance, Worker’s Compensation Insurance, and Employment Insurance are applied to the Employee.

18. Workers' accident compensation

(1) The Employer shall bear the obligation of compensation for illness or injuries which result from service in accordance with the laws and regulations of Japan.

(2) Matters on supplementary worker's accident compensation:

19. Amount of Salary

The Employer shall pay to the Employee a salary at an amount no less than the salary that a Japanese national would receive for comparable work. The basic salary for each month shall not change in response to the prescribed working days or prescribed working hours of the month when the salary is decided on a monthly basis. The Employer shall pay an additional allowance provided under this contract when the Employer has the Employee work beyond the legal working hours or work late at night or on a legal rest day.

20. Termination of Contract

(1) Termination by the Employer

The Employer shall not terminate the contract during the duration of the contract unless there is an unavoidable reason for such termination.

When the Employer terminates the contract during the duration of the contract due to an unavoidable reason, the Employer shall notify the Employee at least thirty (30) days prior to the termination, or pay a termination allowance which amounts to the average salary of thirty (30) days or more. However, this shall not apply in the event that the continuance of the enterprise has been made impossible by a natural disaster or other unavoidable reason or when the Employee is dismissed for reasons attributable to the Employee.

(2) Termination by the Employee

The Employee may terminate the contract during the duration of the contract when there is unavoidable reason for such termination. After the lapse of one year from the beginning of the contract, the Employee may do so without such unavoidable reason.

21. In the Event of Accident, Serious Illness or Death

In the event of an accident, serious illness or death of the Employee, the Employer shall notify the Philippine Embassy in Japan, and in the event of death, shall shoulder the expense of repatriation of the remains and property of the deceased to Philippines. In case the repatriation of remains is not possible, the remains may be properly disposed of upon prior approval of the Employee's next of kin and/or by the Philippine Embassy.

22. Provision of Personal Information of the Employee

(1) The Employee agrees to the provision of his/her personal information by the Employer to related administrative offices, the accepting coordinating agency or other institutions for the purpose of residence management, etc.

(2) The Employee shall provide when a change of status of residence is permitted, the expiry date of the period of stay and other necessary information, to the Employer, so that the Employer can make a report appropriately based on the related notifications of the Ministry of Justice and the Ministry of Health, Labor and Welfare.

23. Observation of the Laws and Regulations of Japan and the Rules of the Facility

The Employee shall observe the rules of the facility and the pertinent laws and regulations of Japan and respect customs and traditions in Japan.

24. Settlement of Disputes

Claims and complaints relative to this contract shall be submitted to the dispute-settlement body of Japan (judicial court or prefectural labor bureau) if either party of this contract so requests and the body is available. The matters may also be settled amicably with the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/Consulate General nearest the site of employment.

25. Applicable Law

The applicable law to this contract shall be the laws and regulations in Japan.

26. Others

(1) Matters concerning expenses of food, supplies for work, and the like to be borne by the Employee

( )

(2) Matters concerning safety and health

( )

(3) Matters concerning vocational training

( )

(4) Matters concerning accident compensation and support for injury and disease incurred off duty

( )

(5) Matters concerning commendation and sanction

( )

(6) Matters concerning leave

( )

(7) Others

( )

In witness thereof, the Employer and the Employee hereby sign this contract.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Employee |  | Employer |
| Date： |  | Date： |
| Place： |  | Place： |