

Appendix D: Standard Contract for Filipina Domestic Workers in Malaysia

DEPARTMENT OF LABOUR AND EMPLOYMENT
PHILIPPINES OVERSEAS EMPLOYMENT ADMINISTRATION

STANDARD EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD WORKERS IN MALAYSIA

It is hereby agreed and declared as follows.

1. **DURATION AND EFFECTIVITY OF CONTRACT**

The employer shall employ the Worker and the Worker shall serve as domestic helper for a period of not more than two consecutive years, commencing on the date of the worker's departure for Malaysia.

2. **MONTHLY SALARY/WAGES**

The Worker shall be paid her monthly salary of not less than US Dollars Two Hundred (US\$200.00) to be paid in its equivalent in Malaysian currency, payable in cash at the end of each calendar month. The monthly salary must be duly acknowledged by the Worker in writing.

3. **WORKING HOURS**

The Worker shall not work more than ten (10) hours and shall be given at least a continuous period of eight (8) hours of sleep.

4. **DAY-OFF**

Frequency of the Worker's day off shall be once a week, preferably Sunday, and shall be treated with flexibility. Days-off shall be paid and should the Employer require the Worker to work during her day-off, an additional compensation of RM\$25.00 shall be given on top of her basic salary for each day-off foregone by the worker.

5. **DUTIES AND RESPONSIBILITIES OF THE WORKER**

The Worker undertakes to perform diligently and faithfully all duties of domestic nature such as but not limited to laundry, cooking, child or baby care, general cleaning and housekeeping of the residence of the Employer and other relevant household chores which the employer may from time to time require.

The Worker is expected at all times to observe proper decorum and shall be courteous, polite, and respectful to her Employer and members of his/her family. She shall also observe the Code of Discipline for Filipino Workers and abide by the laws of Malaysia and respect its customs and tradition.

6. **DUTIES AND RESPONSIBILITIES OF THE EMPLOYER**

The Employer shall at all times treat the Worker in a just and humane manner. Under no circumstance shall physical violence be used by the Employer or any member of his/her household on the Worker. The Employer shall further undertake to create harmonious relations and working conditions which are conducive to good employer-employee relations.

7. **TERMINATION OF CONTRACT**

Neither the Employer nor the Worker may unilaterally cancel this Contract except as follows:

- a.) The employer may terminate the Contract when the Worker
 - i.) willfully disobeys the Employer's just orders
 - ii.) commits serious acts of misconduct or dishonest
 - iii.) habitually neglects her duties
 - iv.) violates the laws of Malaysia

The Worker shall shoulder the cost of repatriation

- b.) The Worker may terminate this contract upon the following instances

- i.) when the Worker is subjected to inhuman treatment by the Employer or any member of his/her household
- ii.) when the worker reasonably fears physical harm from violence or disease
- iii.) when the Employer violates the terms and conditions of this contract
- iv.) when the Employer commits any of the following acts- deliberate non-payment of salary, physical molestation, physical assault and illegal employment

c.) The Employer of Worker may terminate employment by giving at least 14 day's notice to the other party. The party terminating the contract shall shoulder the return transportation expenses.

8. **SETTLEMENT OF THE DISPUTE**

In case of any dispute between the Worker and the Employer, the Malaysian Employment Agency concerned shall, in the first instance, endeavor to settle the issue amicably to the best interest of both parties. If the dispute remains unresolved, the matter shall be referred to the Labor Authorities of Malaysia for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

9. **CUSTODY OF PASSPORT**

The Worker shall have custody over his/her passport during the entire duration of this contract.

10. **REPATRIATION UPON RENEWAL OR COMPLETION OF CONTRACT**

Upon completion of this Contract, the Employer shall furnish the Worker with a one-way economy class air ticket to the Philippines.

Should the Contract be extended for a further period of one (1) year, the Employer shall allow the Worker to return to the Philippines on paid leaves of no less

than fifteen (15) calendar days. In this instance, the Employer shall furnish the Worker with a round trip economy class air ticket.

On expiry of the period of the extended contract, the Employer shall furnish the Worker with a one way economy class air ticket to the Philippines.

11. **GENERAL PROVISIONS**

The Worker shall be entitled to the following benefits:

- a.) Free transportation from Manila, Philippines to site of employment.
- b.) Suitable accommodation free of charge and three square meals a day, including free working clothes.
- c.) Free medical services, including free hospitalization when the Worker is unable to perform his/her duties on account of illness or disability not attributable to employment. In case of illness or injury arising out of or in the course of employment the employer shall provide all necessary medical and hospital attention and full wages for the first thirty (3) days of illness. Should the illness or personal injury, as certified by a local Medical Practitioner, prevent him/her from further services, the Employer shall immediately take steps to repatriate her with a one-way economy class air ticket to the Philippines.
- d.) The employer shall assist the Worker in the regular remittance of at least 50% of her salary to her designated beneficiaries in the Philippines through normal banking channels.
- e.) All labor laws in Malaysia applicable and favorable to domestic helpers are deemed included in this employment contracts.
- f.) In case of death of the Worker, the Employer shall bear the expenses for the repatriation of the Worker's remains and personal properties to the Philippines.

12. **SPECIAL PROVISIONS**

a.) The Worker shall work exclusively for the Employer and his/her immediate household. The Employer shall in no case require the Worker to work in another residence or at his/her business establishment.

b.) It shall be unlawful to deduct any amount from the regular salary of the Worker other than the compulsory contributions prescribed by law. Such deductions must be issued a corresponding receipt.

c.) The Employer shall provide the Worker with Personal Life and Accident Insurance in the amount of not less than M\$10,000 for the duration of the Contract of Employment at no cost to the Worker.

d.) The Employer shall provide the Worker a copy of the employment contract which has been authenticated by the Philippines Embassy and validated by the Philippines Overseas Employment Administration (POEA).

13. **NON-ALTERATION**

No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippines Embassy in Malaysia or the Philippines Overseas Employment Administration (POEA).

In Witness Whereof, the contracting parties, having read carefully and fully understand the terms and conditions of the Contract, hereunto set their signatures below, this day of of the year in Malaysia.