



Appendix B
Standard Employment Contract
For Filipino Hotel Housekeeper in the State of Israel

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

A. Company: _____

Registration number: _____

Address: _____

Phone number of contact person: _____

(Hereinafter referred to as "the Employer")

AND THE

B. Hotel Housekeeper

Mr. /Ms. _____

Philippine Passport Number: _____

(Hereinafter referred to as "the Worker")

1. EMPLOYER DECLARATIONS

The Employer declares the following:

- a. The Employer is the owner/manager of the _____
Hotel/Hostel located at _____, Israel (hereinafter: "the
Hotel").
- b. The Employer holds a valid permit from the Population and Immigration Authority in Israel
(hereinafter: "PIBA") to employ a full time foreign hotel housekeeper in the Hotel (hereinafter:
"the Employment Permit").
- c. The Employer undertakes to employ the Worker in a full time position as a Hotel Housekeeper
in the Hotel, according to the conditions set out in this Standard Employment Contract and its
annexes (hereinafter: "SEC"), Israeli Labor Law and as set out in the Collective Agreements and
Extension Order in the hotel sector in Israel (hereinafter: "the Collective Agreements").

2. WORKER DECLARATIONS

- a. The Worker declares that he has a Philippine National Certificate Level II (NCII) certifying that
he is qualified as a skilled hotel housekeeper, and is ready, willing and capable of carrying out
full time hotel housekeeping duties, including following the requirements and instructions of the
Employer or its representatives in the framework of the duties as set out in this SEC.
- b. The Worker declares that he is aware of his obligation to observe discipline regulations as set
out in the Collective Agreement, attached herein as Annex A.



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3. **GENERAL PROVISIONS**

- a. This contract is written in the masculine form, but applies equally to both men and women.
- b. In case of unforeseen contradiction between the conditions set out in this SEC and the provisions of relevant Israeli government decisions, Labour Law, including, among others, case-law, collective agreements and extension orders concerning employment conditions of foreign hotel housekeepers, the current Israeli Labour Law provisions shall prevail.
- c. The Parties agree to carry out their obligations under this SEC in a respectful and lawful manner in accordance with Israeli Law which prohibits inter alia, abuse and harassment. In case of violation of this section, each party may have recourse to the protections and remedies set out in Israeli Law.

4. **WORKER'S DUTIES**

The Worker's duties under this SEC are to carry out hotel housekeeping services efficiently in accordance with Employer's specifications without compromising quality standards, including the following:

- a. Clean and prepare rooms and surrounding areas within the Hotel ;
- b. Laundry (linens, towels and guest clothes);
- c. Observe workplace hygiene procedures;
- d. Conform to workplace safety practices;
- e. Provide effective customer service;
- f. Receive and respond to workplace communications;
- g. Work with others and in a team environment;
- h. Demonstrate positive work values;
- i. Observe prescribed housekeeping procedures;
- j. Deal with reasonable complaints and requests of guests with professionalism and patience.

In the performance of the duties of the worker, the employer shall comply with Israeli occupational safety and health standards.

5. **DURATION OF EMPLOYMENT**

1. The duration of the employment shall be as follows (hereinafter "the Contract Duration"):

A. **Beginning-**

1. If this SEC is first signed before arrival of the Hotel Housekeeper to Israel- From the date of the entry of the Worker into Israel with a valid B/1 work visa for the Hotel Sector. If the Worker does not enter Israel within forty-five (45) days after the date of signing the SEC, this SEC shall be null and void, unless the parties agree to a reasonable extension of the above period.

Or

2. If the worker is already in Israel and the worker has changed his employer after arriving in Israel or in the case of extension of this SEC- from the date of the signing of this SEC or from _____, the later of the two;





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- B. **Ending-** 31/12/2023 **or** in the event of extension of the contract: _____ (the later of the two).

Notwithstanding the above, any extension of the contract duration is subject to the provisions of relevant Israeli Governmental Resolutions, extension of the Employment Permit and the B/1 Visa and Work Permit and PIBA procedures.

2. The contract duration is subject to the continued validity of the Employment Permit held by the Employer and the B/1 Visa and Work Permit held by the Worker, both issued by PIBA as per PIBA procedures (hereinafter: "the Permits") and both parties agree to take all required steps to extend the duration of the permits as necessary.
3. When the contract's duration has ended and subject to the extension of the Permits as set out above, this contract shall continue to apply, provided that neither party to this contract has delivered prior notice to the other party according to Israeli Law/regulations concerning his desire to bring this contract to an end.

6. WORKPLACE

The workplace shall be the Hotel.

7. ENTITLEMENTS BASED ON SENIORITY

Without prejudice to the provisions concerning the duration of the contract as set out in Section 5 of this SEC, under the Collective Agreements, the Worker is considered a Junior Worker for the first 24 months of employment by the Employer and as a Senior Worker beginning from the 25th month of employment by the Employer and thereafter. The seniority entitles the Worker to salary benefits as set out in the Hotel Collective Agreement.

8. SALARY

- a. The Worker's monthly gross salary will be _____ (_____ NIS) (which shall not be less than five thousand five hundred and seventy one Shekels and seventy-five Agorot - NIS 5,571.75 per month which is the 4/2023 monthly Minimum Wage in Israel for full time employment. In the case of a change in the relevant minimum wage in the State of Israel, the above gross salary shall be revised and shall not be less than the Minimum wage in force).
- b. The worker will register his attendance, according to Employer's instructions, at the beginning and at the end of each working day. The Employer will confirm the work hours on the attendance record.
- c. The salary shall be paid by the end of the month for which it is paid and no later than the 9th day of the following month.
- d. The employer shall provide the Worker with a printed pay slip detailing the wage components as set out in the Wage Protection Law, 1958.
- e. For purposes of wage calculations and without prejudice to the Employer's obligations to employ the Worker in a full-time position:
 1. The daily wage will be the monthly salary divided by 22;





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2. The hourly wage for a junior worker will be the monthly salary divided by 182. The hourly wage for a senior worker will be the monthly salary divided by 176.
- f. Additional Payments without prejudice to contract duration as set out in Section 5:
1. In addition to the monthly salary, the Employer will pay the worker a cost of living allowance, under the conditions set out in the Collective Agreement.
 2. As of the 36th month of employment by the Employer, the Worker will be entitled to an additional payment for a seniority increment of 0.8% of the worker's monthly salary.
 3. Dead Sea addition – if the Hotel is located in the Dead Sea area of Israel, after employment for 24 consecutive months in the Hotel, the Worker will be entitled to an additional payment of 185 NIS per month.

9. DEDUCTIONS FROM SALARY

- a. The Employer may deduct from the gross salary set out above:
1. Any obligatory deductions as per Israeli law (such as deductions for Income Tax and Social Security which shall be transferred by the Employer to the relevant Authority for the Worker);
 2. Permitted deductions as set out in Israeli law and regulations for accommodations and related expenses as set out in Annex B;
 3. Permitted deductions as set out in Israeli law and regulations for medical insurance, as set out in Annex B;
 4. Relevant deductions approved under the disciplinary code of the Collective Agreement as set out in Annex A;
 5. Any sums paid by the Employer to the Worker as advance payment of salary;
 6. Any sums on account of a fixed debt owed by the Worker to the Employer, if this deduction was agreed upon by the Worker in writing in a language he understands.
- b. Permitted deductions from salary by the Employer as per Subsections (2), (3), (4) and (6) above, shall not exceed 25% of the salary on any given month.
- c. Notwithstanding with the provisions of the preceding Subsection b, in the final month of employment, the 25% limitation will not apply.
- d. The above salary shall be deposited by the Employer in the Worker's bank account opened in the Worker's name in Israel in which no third party has rights or power of attorney. After receipt of the salary deposited in his bank account, the Worker may transfer all or part of the salary abroad as he desires.

10. WORKING DAYS AND HOURS

- a. The regular working day will be as follows:
1. For junior worker - the regular working hours of the Worker will be 8.5 hours per day (not including breaks as set hereunder) for a 5 day work week and no more than 42 hours per week or 182 hours per month.



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2. For senior worker - the regular working hours of the Worker will be up to 8 hours per day (not including breaks as set hereunder) for a 5 day work week and no more than 40 hours per week or 176 hours per month.
- b. The working day will be during one of the following shifts:
 - Evening shift – at least three of its hours are between 4:00 PM to 11:00 PM.
 - Night shift – at least two of its hours are between 11:00 PM to 6:00 AM.
 - Morning shift – a shift that isn't an evening or night shift.
- c. In case the Worker is requested to split his shift due to Employer's need, the break between the split shift shall not last more than 3 hours, in accordance with Work and Rest Hours Law, 1951.
- d. On the day before the Worker's weekly rest day, the working day will be 7 hours, and the Worker will be entitled to a payment for 8 working hours.
- e. On days prior to holidays (excepting Israel's Independence Day), the working day will be 6 hours, and the Worker will be entitled to payment for 8 working hours.
- f. Concerning a Senior Worker –
 1. On a night shift the worker will work for 6 hours and 20 minutes, and will be paid for 8 hours. If the Worker works less than 6 hours and 20 minutes, his payment will be computed proportionally.
 2. On an evening shift the Worker will work for 7 hours and 20 minutes, and will be paid for 8 hours. If the Worker's shift is longer than 5 hours, the Worker will be entitled to a completion of 40 minutes relatively to the actual working time completed.
- g. Junior Worker –
 1. Working on a night shift will work for 7 hours and will be paid for 8 hours.
 2. On an evening shift the payment will be according to the actual working hours.
- h. The provisions set out above will not derogate from the Worker's rights under the Israeli Work and Rest Hours Law, 1951, concerning night work as defined in that law *e.g.* work done for at least 2 hours between 10:00 PM to 6:00 AM.
- i. The weekly working schedule of the Worker will be set by the Employer as is customary in the work place. The Worker will be notified about the weekly work schedule. The Worker will not have a vested right to a specific day off, except his regular weekly rest day.
- j. Notwithstanding the above, when the Employer's needs so require, the Employer is entitled to change the weekly working schedule or to decide that the worker should work on his weekly rest day, providing that the Worker will be given an alternative day off, preferably in the same week, or the following week if possible, provided that the Worker did not receive any payment for the working day mentioned above in this article.
- k. Despite the provisions set out above, if the Worker is at least 10 minutes late to his shift, he will forfeit all benefits involving evening shift on that day. If the worker is late more than twice on a given month, he will forfeit all benefits involving evening shifts in that month.
- l. In a regular work shift, the Worker shall receive a one (1) hour break on his own account for meals and/or rest. The Worker is obligated to rest according to The Hours of Work and Rest Law, 1951. The Worker may leave his work station during his break.



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- m. Following is the method of deducting from the Worker's total attendance hours at the hotel, breaks that are not considered hours of work, on condition that the employer has allowed the Worker to make use of these breaks:
1. Each break is equivalent to 30 minutes.
 2. If the Worker stayed at the hotel for a period of at least between 3.5 to 6 hours, the Employer may deduct one break of 30 minutes, provided that the Employer enabled the Worker to make use of the break.
 3. If the Worker stayed at the hotel for at least 6 hours, the Employer may deduct 2 breaks of 30 minutes each, provided that the Employer enabled the Worker to make use of the breaks.

11. OVERTIME

If the Worker is required by the Employer to work overtime, due to Employer's needs, the Worker is entitled to overtime payment as set out in the Israeli Work and Rest Hours Law, 1951, and as set out hereinafter:

- a. Junior workers will be entitled to overtime payments after 8.5 working hours per day as follows: for the first two (2) overtime hours, a payment of 125% of his regular hourly salary rate, for each additional working hour, a payment of 150% of the regular hourly salary rate.
- b. For senior workers, the first 30 minutes after the working day (8 hours) will be paid at a rate of 100% of his regular hourly salary rate. Working time beyond these 30 minutes will be considered as overtime hours. The first two (2) hours of work after the 30 minutes set out above, entitle the Worker to a payment at the rate of 125% of his regular hourly salary rate. For each additional working hour, the Worker is entitled to payment at the rate of 150% of his regular hourly salary rate.
- c. A Worker working on his day off will be paid a compensation of overtime hours, e.g. 125% for the first 2 hours and 150% from the third hour and thereafter.
- d. Overtime work on the Worker's day off will count only if the Worker worked full time in said month.

12. WEEKLY REST DAY, HOLIDAYS AND VACATION

- a. The Worker shall be entitled to a weekly day of rest of at least 36 consecutive hours. The Worker will declare whether his rest day will be on Friday, Saturday or Sunday.
- b. The rest day will start at 5:00 PM on Friday evening or on the evening prior to the weekly rest day, based on the worker's declaration as set out in (a) above, and continue until Sunday at 5:00 AM, or until 5:00 AM on the day following the worker's above declared rest day. The Employer is entitled to change the rest day starting hour, providing that the weekly rest day will be of at least 36 hours.
- c. Employment on the Worker's rest day is prohibited except in cases in which general or specific permits for such work have been issued according to the Hours of Work and Rest Law, 1951. If the Worker works on his rest day, the Worker shall be entitled to receive a wage at a rate of 150% of his regular hourly salary rate for the regular work hours, at a rate of 175 % for his first two overtime hours, and at a rate of 200% for any additional overtime hours. In addition, the Worker shall receive from the Employer an alternate rest day as set out in the law.



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- d. After 3 months of employment under this SEC, the Worker will be entitled to 9 days off with pay for Philippine Religious/national Holidays or for Israeli religious/National Holidays, as declared by the Worker, when those holidays do not fall on the weekly rest day of the worker.
- e. The Worker will be entitled to yearly paid vacation, after coordinating the dates of such with the Employer at least 14 days in advance. The number of vacation days for which the Worker is eligible in the first five years under this SEC will be 16 days (12 working days not including the weekly rest days) as set out in the Yearly Vacation Law, 1951.

13. MEDICAL INSURANCE AND SICK PAY

- a. The Employer will provide the Worker with private Medical Insurance which includes all the services set out in the Foreign Worker Ordinance (Basket of Health Services for the Employee) 2001.
- b. The Worker agrees to truthfully complete and sign any medical declaration or other forms necessary for the entry into effect or for extending the validity of the medical insurance policy.
- c. A copy of the medical insurance policy in the English language will be given by the Employer to the Worker and attached by the Employer as Annex C to this SEC, after the arrival of the Worker to Israel.
- d. The Employer may deduct monthly from the salary of the worker, one third of the cost of the above medical insurance, but no more than the maximum sum set out in the relevant Israeli regulations, the lower of the two. This sum will be updated by the Israeli Government from time to time.
- e. If the Worker cannot work due to illness, he shall be paid 50% of his salary by the Employer for the second and third day of absence and 100% of his salary from the fourth day of absence, upon presentation of a medical certificate certifying that he could not work due to illness. The entitlement to sick pay shall not exceed a cumulative period as set out here forth:
 - 1. From 1 month to 12 months 2 work days per month (up to 24 days a year)
 - 2. From 13 months to 36 months 66 working days.
 - 3. From 37 months to 84 months 110 work days.
- f. The accumulated sick days cannot exceed more than a maximum of 110 days.
- g. The Employer may require the Worker to undergo a medical examination once a year by a physician agreed upon by the parties at the expense of the Employer.

14. SEVERANCE PAY, PENSION AND SOCIAL BENEFITS

- a. In addition to the above salary, the Employer shall deposit only in the "Foreign Workers Deposit Fund" managed by PIBA, a sum as set out in the Pension Extension Order, 6.5% for Pension and 6% or 8.33% for Severance Pay, of the gross monthly salary of the Worker as defined in the 1964 Severance Pay Regulations (Calculation of Severance Pay and Resignation Which is Considered as Dismissal), for each month in which the Employer employs the Worker, as set out in the Foreign Worker Regulations (Deposit For Foreign Workers) 2016.
- b. In addition to the above deposits, the Employer will deposit, for a senior worker, an additional 7.5% of the worker's salary only to the above "Foreign Workers Deposit Fund" for Continuing Education Payments as set out in the Foreign Worker Regulations (deposit for foreign workers) 2016.



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- c. The worker will receive the accumulated sums deposited in the fund as above, from PIBA, less legal deductions, after leaving Israel permanently, or at the airport at the time of his permanent departure from Israel, as per an application filed to PIBA in a timely manner. If the worker overstays in Israel illegally, a portion of the accumulated sum will be deducted by PIBA for each month of illegal unjustified overstay, and after 6 months of such overstay, the worker will forfeit the entire sum.
- d. In addition to the above deposits to the "Foreign Workers Deposit Fund", in case of the worker's dismissal or in other relevant cases, the Employer who has deposited only 6% of the Worker's salary for Severance Pay as set out in subsection (a) above, will pay the worker at the end of the employment, an additional 2.33% of his salary for severance pay, as stipulated in Severance Pay Law - 1963.

15. TERMINATION OF EMPLOYMENT

- a. Either party has the right to terminate the Employment after a genuine and sincere attempt to carry out the provisions of the SEC subject to giving the other party prior notice as set out in the Israeli Prior Notice for Termination and Resignation Law, 2001, as follows:
 1. For the first 6 months of employment by the Employer – a day for each month.
 2. For the period starting from the 7th month of employment – 6 days with addition of 2.5 days for each working month.
 3. After 12 working months – one month.
- b. Notwithstanding the above, in case the Employer wishes to terminate the Worker's employment, the Employer shall summon the Worker to a hearing in writing in the English language. The Worker has the right to be represented by any representative he chooses. The Worker will have the right to be heard and that his words will be taken into consideration by the Employer before the Employer comes to a decision concerning the termination. Termination by the Employer requires sufficient cause.
- c. In case of termination, either Party may waive the above prior notice period, provided the Party that waives the period pay the other Party for that period based on the Worker's total salary. In case the Worker does not give the required prior notice before termination, the Employer may deduct the relevant salary amount from the Worker's last salary.
- d. If the Worker does not appear for work for a week without prior written notice and without sufficient cause for withholding written prior notice, he will be considered to have resigned.

16. NATIONAL INSURANCE INSTITUTE

The Employer shall register the employment of the Worker with the National Insurance Institute for coverage available to foreign Workers under Israeli Law, specifically, work accidents, bankruptcy of the employer, and maternity benefits. A copy of the above registration shall be provided by the Employer to the Worker.

In case of death of the Worker as a result of a work accident, the insurance benefits shall be paid to his legal heirs as stated in the National Insurance Institute Law.



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17. AIRLINE EXPENSES

The Worker will pay for his airline tickets, inclusive of travel insurance, from the Philippines to Israel, as well as upon his return from Israel to the Philippines, except as set out in Section 25(b) of this SEC.

18. TRANSPORTATION

- a. The Employer will reimburse the Worker of his transportation expenses from his accommodation to his workplace and back for every day the Worker paid for such necessary transportation.
- b. The transportation expenses will be determined according to the discounted fare on a public bus or a reduced monthly subscription ticket from the place of residence of the employee to his place of work, on the basis of a travel discount card, if such a discount card exists, as detailed in the relevant extension order.
- c. The above reimbursement of expenses shall not be paid to the Worker if the Employer provides such transportation at the Employer's expense.
- d. The employer shall make appropriate arrangements for the transportation of workers living away from the hotel and terminate their work at night after the service of buses has ended or whenever transportation services are not available.

19. ACCOMMODATIONS AND MEALS

- a. The Employer shall provide the Worker with safe and hygienic accommodations as set out in the Foreign Worker Regulations, during the duration of the SEC and at least seven (7) days after its termination. The Employer must provide separate accommodations including separate bathroom and shower facilities for male and female workers.
- b. The Employer may deduct monthly sums from the salary of the Worker for the accommodations supplied to the Worker and for related expenses, as set out in Foreign Workers Regulation (Deductions for appropriate housing) - 2000, in accordance with the location of the accommodations as set out in Annex B. The maximum sums are updated by the Israeli government from time to time.
- c. The Worker will provide for his own meals at his own expense, unless the Employer has agreed to provide the Worker with meals in the Hotel's dining room at the Employer's expense. If the Employer provides the meals, the Employer may deduct from the worker's salary sums for each meal as follows:
 - i. For breakfast or cold dinner - 1.80 NIS.
 - ii. For lunch or hot dinner -3.61 NIS.
- d. The above meal sums will be deducted from the Worker's salary for any period the Worker was present in the hotel unless the Worker has informed the Employer in writing that he does not wish to eat meals at the hotel.
- e. The "meal value" will be considered worker income for income tax and v.a.t purposes, as determined by the tax authorities in Israel.
- f. The above sums will be updated as set out in the Collective Agreement.



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20. UNIFORM

The Employer will provide the worker with work clothes, at the Employer's expense, once a year, as set out in the Collective Agreement.

21. RECUPERATION PAY

In addition to the salary and other monetary entitlements set out above, and as per the Extension Order Concerning Employer Contributions for Recuperation and Recreation Payments, the Worker is entitled to receive yearly Recuperation Pay from the Employer, provided that he has completed at least 10 months of work for the Employer. This sum is computed at the rate as updated by the Israeli Government at the time of payment (NIS 378 per day as of 1/2023), as follows:

- a. For the first year of employment by the Employer – 5 days.
- b. For the second up to the fifth year of employment by the Employer- 7 days.

For additional years of employment of the Worker by the Employer, the recuperation pay will be figured according to the number of years of employment as set out in the above extension order.

22. CONTACT NUMBERS:

The Worker may contact the following in case of questions or filing of complaints which have not been resolved amicably between the Worker and the Employer or the Employer's representative:

- a. The PIBA Call Center: 1-700-707-889.
- b. Contact information of the Ombudsman for Foreign Worker Labour Rights in the Ministry of Labour as follows: TEL: + 972 -74-7696161, WhatsApp: 972-50-6290758.
E-mail: foreignr@labor.gov.il
- c. The Philippine Overseas Labor Office (hereinafter: "POLO") in the Philippine Embassy in Israel: +9723-6022496, or email: polois_2012@yahoo.com.

23. COPY OF THE SEC AND PAY SLIPS

- a. The employer must provide the Worker with a signed copy of this SEC as well as copies of the Worker's monthly pay slips.
- b. This SEC replaces the employment conditions notice in accordance with the Employment Conditions and Procedures for Selection and Admission to Work Regulations, 2002.

24. DISPUTE RESOLUTION:

- a. The parties shall endeavor to resolve any dispute that may arise from the implementation of this SEC by amicable means.
- b. If the parties fail to amicably settle the dispute, the parties may resort to available remedies including those set out in the Collective Agreement if relevant and/or refer the matter to the Courts of the State of Israel to be resolved in accordance with applicable Israeli law.
- c. In case the SEC is translated to additional languages and there is discrepancy between the languages, the English language version of the contract shall prevail.





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25. REPATRIATION

- a. In case of imminent danger due to war, calamity, or other similar circumstances, the employer or his representative shall provide reasonable assistance to the Worker, including relocation to safe sites if possible. If the Worker decides to return to the Philippines, the Employer or his representative shall provide reasonable assistance.
- b. The medical insurance policy of the Worker, to be attached as Annex C, shall contain provisions on repatriation of the Worker in the event of a medical condition which renders the Worker incapable of continuing his employment, as well as shipment of Worker's remains in the event of death of Worker during the term of this SEC, both covering payment of airfare.

26. COMMUNICATION AND PASSPORT

- a. The Employer shall not prevent the Worker from having and reasonably using cellular phones or other means of communication during his breaks and private time.
- b. The Employer shall not withhold the Worker's passport against his will.

27. NO ALTERATION

No provisions of this contract shall be altered, amended or substituted in a way that is detrimental to either Party.

The Employer's Signature

Date of Signature

The Worker's Signature

Date of Signature

Attny/Acct. Authentication:

I hereby certify that Mr. /Ms. _____ Israeli ID _____ has been legally authorized by the Employer to sign this SEC in the name of the Employer and to obligate the Employer as set out in this SEC

Name of Attny/Acct. Stamp Date: _____

Attached:

- Annex A – Disciplinary Code
- Annex B – Permitted Monthly Deductions
- Annex C – Medical Insurance Policy

