

## STANDARD EMPLOYMENT CONTRACT

(Diplomats)

This Employment Contract is entered into by and between:

A. **EMPLOYER** \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_  
Address \_\_\_\_\_ Nearest Kin \_\_\_\_\_  
Tel No. \_\_\_\_\_ I.D. No. \_\_\_\_\_

B. **WORKER** \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_  
Address in the Philippines \_\_\_\_\_  
Tel. No. \_\_\_\_\_ Nearest Kin in the Philippines \_\_\_\_\_  
Civil Status \_\_\_\_\_ Date and Place of Birth \_\_\_\_\_  
Passport No. \_\_\_\_\_ Place and Date of Issue \_\_\_\_\_

1. **DURATION AND EFFECTIVITY OF CONTRACT:** One year commencing from Worker's departure from Philippines to Israel.
2. **SITE OF EMPLOYMENT:** \_\_\_\_\_ Israel
3. **WORKER'S POSITION:** \_\_\_\_\_
4. **BASIC MONTHLY SALARY:** The Employer shall grant a monthly salary of US\$ \_\_\_\_\_ which shall be paid not later than the 10<sup>th</sup> day of the following month.
5. **OVERTIME PAY:** 150% of basic salary for work on rest days, or official holidays.
6. **SLEEP, REST AND MEAL PERIODS:** The Employer shall allow the Worker eight (8) hours of night sleep daily (except for occasional special care cases) and reasonable rest and meal periods in between work hours.
7. **DAY-OFF:** The Worker shall be entitled to a paid day-off every Sunday, or any day mutually agreed upon by both parties. The Worker shall exercise his/her right over which manner he/she would spend such day-off for a period of not less than 36 hours, provided that the same shall not violate any law or cultural practice in Israel.
8. **ACCOMMODATION AND FOOD:** The Employer shall provide the Worker with adequate accommodation and meals, with the option on the part of the Worker to get the equivalent value of the cost of food.
9. **TRANSPORTATION EXPENSES:** The Employer agrees to assume the Worker's transportation expense between the Philippines and Israel, the cost of which shall in no case be deducted from the Worker's salary.
10. **ANNUAL VACATION/HOLIDAY PAY:** The Employer shall grant the Worker, after three (3) months of continuous service, paid vacation and holiday leaves every year, in accordance to Israel law, the dates of which shall be mutually agreed upon by both parties. It is understood that the Worker forfeits a holiday if it falls on a rest day.
11. **MEDICAL INSURANCE AND RECUPERATION PAY:** The Employer shall, at his expense, cover the Worker with medical insurance during the entire period of employment, which shall include such basket of services as the Israeli Minister of Health may prescribe, and grant recuperation allowances in accordance with Israeli law.
12. **SICK PAY:** The Worker who fails to work due to illness shall be paid 35% of their wages by the Employer from the second and third day of absence, and 75% from the fourth day of absence, upon presentation of a medical certificate, provided that the period of entitlement of sick pay shall not exceed a cumulative period of one and a half days for every month of service.
13. **SEVERANCE PAY:** The Employer shall pay the Worker, after one year of service, a severance pay equivalent to one month salary for every year of service in the following cases: (a) if the Employer terminated the Worker for whatever reason, (b) if the Worker has an illness and is no longer able to

- work. The Worker shall also be entitled to such severance pay in case of death or bankruptcy of the employer. The Severance Pay Law in Israel is deemed read into this Contract.
14. **REPATRIATION OF REMAINS:** In the event of death of the Worker during the term of this agreement, the cost of repatriation if his/her remains and the transport of his or her personal belongings shall be the primary responsibility of the Employer and/or the Philippine recruitment agency. In case the repatriation of remains is not possible, the remains may be disposed of upon the approval of the Worker's nearest kin or by the Philippine Embassy.
  15. **WORKMEN'S COMPENSATION:** The Employer shall provide the Worker with workmen's compensation benefits for work-connected illness or death in accordance with the pertinent laws of Israel, and whenever applicable, war hazard protection. In the event of war, the Employer, and the Israeli agency shall assist the Philippine Embassy in locating and repatriating the worker.
  16. **TERMINATION:** Neither party may cancel the contract except for legal, just and valid cause or causes and after giving the other party at least thirty (30) days notice in advance.
    - A. **Termination by Employer.** The Employer may terminate the contract on the following grounds: serious misconduct, willful disobedience of Employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, violation of customs, traditions and laws of Israel and terms of this Contract. Upon termination of the Worker, the Employer is given two options: (a) To issue a release letter so that the Worker can be employed by another Employer who is authorized to hire a foreign worker, and provided further that the transfer is authorized under Israeli laws and regulations; or (b) repatriate the Worker back to the Philippines, at his expense, subject to recovery by the Worker of his claims against the Employer or his authorized representative in the Philippines after the worker has returned to the Philippines.
    - B. **Termination by Worker.** The Worker may terminate this Contract on the following grounds: physical harm by the Employer or any member of his family, deliberate non-payment of salary, illegal employment or violation of the terms of this Contract. Repatriation expense shall be born by the Employer without prejudice to the outstanding claim or claims for damages of the Worker against the Employer.
  17. **CONTRACTUAL RENEWAL.** This Contract may be renewed upon its expiration of the contract by the Philippine Embassy and the competent or appropriate authority in Israel or in the Philippines.
  18. **SETTLEMENT OF DISPUTES:** Any dispute arising from this Contract may be conciliated by the Philippine Embassy and the competent or appropriate authority in Israel or in the Philippines.
  19. **REMITTANCE:** The Employer shall assist the Worker in remitting a percentage of his/her basic salary to his/her beneficiaries and dependents or to his/her bank account in the Philippines, through the proper banking channels or other means authorized by law.
  20. **OTHER PROVISIONS:** (a) The Worker shall work solely for the Employer. The Employer shall in no case require the Worker to work in another residence or be assigned in any commercial, industrial, or agricultural enterprise; (b) No deductions of any amount from the regular salary of the Worker shall be allowed other than compulsory contributions required by law.
  21. **NO ALTERATION:** No provisions of this Contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA. It is expressly agreed that any other contract or agreement shall be null and void.
  22. The pertinent laws of Israel shall govern other terms and conditions of employment.

IN WITNESS WHEREOF, the parties having read and understood all the provisions of this Contract hereby freely manifest their full acceptance of terms, conditions and conveyances embodied herein, by their respective signatures.

Signed by the Employer on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_.

**WORKER:**

**Signature:** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**EMPLOYER:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Israeli I.D. No.** \_\_\_\_\_