Employment Contract

1. Parties and effective date

1.1 Parties. This Employment Contract (the "**Contract**") is made on [Contract date: _____] at [City of signing: _____], Philippines, between:

(a) **[Employer name: _____]**, [Employer entity type: _____], with SEC or DTI registration number [SEC or DTI registration number: _____] and its principal office at [Employer address: _____], represented by [Employer signatory: _____], [Signatory title: _____], who is authorized to sign this Contract for it (the "**Employer**"); and

(b) **[Employee name: _____]**, of legal age, [Employee civil status: _____], Filipino or other nationality as stated in Schedule B, residing at [Employee address: _____] (the "**Employee**").

The Employer and the Employee are each a "**Party**" and together the "**Parties**".

1.2 Effective date. This Contract takes effect on the date the last Party signs it (the "**Effective Date**"). The employment itself begins on the Start Date in clause 7.1. Clauses that by their nature apply before the Start Date, such as the pre-employment requirements and the confidentiality of information shared during hiring, bind the Parties from the Effective Date.

1.3 Government identification numbers. For the purposes of registration, remittance and tax reporting, the Parties record their numbers in Schedule B: the Employer's SSS, PhilHealth and Pag-IBIG employer numbers and Taxpayer Identification Number ("**TIN**"), and the Employee's SSS, PhilHealth and Pag-IBIG numbers and TIN, where they already exist.

2. Background and purpose

2.1 Business of the Employer. The Employer carries on the business of [Business of the employer: _____] (the "**Business**").

2.2 Offer and acceptance. The Employer has offered the Employee the position stated in clause 4, and the Employee has accepted the offer after reading this Contract, Schedule A and Schedule B, and after having had the chance to ask questions and to consult a person of the Employee's choice.

2.3 Purpose. The Parties sign this Contract to record the terms of the employment in writing, to make known to the Employee at the time of engagement the duties of the position and, where clause 6 applies, the standards for regularization, and to set out the rights and obligations that the Labor Code of the Philippines and related laws give each of them.

2.4 Freedom of contract within the law. The Parties may agree on terms more favorable to the Employee than the law requires. No term of this Contract may be read to give the Employee less than the minimum labor standards set by law. Where a term falls below those standards, the legal minimum applies in its place, and the rest of the term stays in effect.

3. Definitions

3.1 Definitions. In this Contract, unless the context requires otherwise:

(a) "**Labor Code**" means Presidential Decree No. 442, as amended and renumbered, and its implementing rules;

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(b) "**DOLE**" means the Department of Labor and Employment, and "**NLRC**" means the National Labor Relations Commission;

(c) "**Basic Salary**" means the fixed salary stated in clause 12.1 and Schedule B, without allowances, overtime pay, premium pay, night shift differential, holiday pay, bonuses, commissions or other benefits, unless this Contract or the law includes them;

(d) "**Daily Rate**" means the Basic Salary for one regular working day, computed under clause 12.4;

(e) "**Hourly Rate**" means the Daily Rate divided by eight (8);

(f) "**Working Day**" means a day other than the Employee's scheduled rest day or a regular or special non-working holiday;

(g) "**Workplace**" means the place of work in clause 8.1 and any place where the Employee works under an approved telecommuting arrangement;

(h) "**Confidential Information**" has the meaning in clause 23.1;

(i) "**Company Policies**" means the Employer's written code of conduct, employee handbook and other written policies issued under clause 21, as amended from time to time;

(j) "**Personal Data**" has the meaning given in the Data Privacy Act of 2012 (Republic Act No. 10173);

(k) "**Regularization Standards**" means the performance and conduct standards set out in Part 2 of Schedule A; and

(l) "**Government Agencies**" means the Social Security System ("**SSS**"), the Philippine Health Insurance Corporation ("**PhilHealth**"), the Home Development Mutual Fund ("**Pag-IBIG Fund**") and the Bureau of Internal Revenue ("**BIR**").

3.2 Interpretation. Headings are for convenience only. "Including" means "including without limitation". A reference to a law includes the law as amended or replaced. A reference to a clause or Schedule is to a clause of or Schedule to this Contract. The Schedules form part of this Contract.

4. Position, duties and reporting line

4.1 Position. The Employer employs the Employee as **[Job title: _____]** in the [Department: _____] department.

4.2 Reporting line. The Employee reports to the [Supervisor's title: _____] or to any other officer the Employer names in writing. The Employer may change the reporting line for valid business reasons, provided the change does not reduce the Employee's rank, salary or benefits.

4.3 Duties. The Employee will perform the duties and responsibilities set out in Part 1 of Schedule A (the "**Job Description**") and other duties reasonably related to the position that the Employer assigns in good faith. The Employee acknowledges receipt of the Job Description on signing this Contract.

4.4 Standard of performance. The Employee will:

(a) perform the duties with diligence, honesty and the skill expected of a person in the position;

(b) follow the lawful and reasonable orders of the Employer and its authorized representatives that relate to the work;

(c) comply with the Company Policies, safety rules and applicable laws; and

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(d) report promptly to the supervisor any matter that may harm the Employer, its clients or other employees.

4.5 Changes to duties. The Employer may reassign or transfer the Employee to another position, unit or work schedule as a valid exercise of management prerogative, provided the change is made in good faith, is not a demotion in rank, does not reduce salary or benefits, and is not unreasonable, inconvenient or prejudicial to the Employee. The Employer will give reasonable written notice of a transfer that requires the Employee to change residence.

4.6 Classification. The Parties record their understanding in Schedule B whether the position is managerial, supervisory or rank-and-file. The classification depends on the duties the Employee actually performs and not on the title alone.

5. Employment status

5.1 Status chosen. The Employee's status at engagement is **[Employment status: _____]**. The Parties will complete the paragraph below that matches this status and strike out the others.

5.2 Regular employment. Where the status is regular, the Employee is a regular employee from the Start Date and has security of tenure under clause 28.

5.3 Probationary employment. Where the status is probationary, clause 6 applies.

5.4 Project employment. Where the status is project-based, the Employee is engaged for the specific project of [Project (if project-based): _____], whose completion the Parties expect on or about [Expected project end (if project-based): _____]. The scope and expected duration of the project were made known to the Employee at the time of engagement. The employment ends on the completion of the project or of the phase for which the Employee was engaged, and the Employer will notify the Employee in writing when that phase is complete.

5.5 Fixed-term employment. Where the status is fixed-term, the employment runs from the Start Date to [Fixed-term end date (if fixed term): _____] for the reason stated in Schedule B. The Parties agreed on the fixed period knowingly and voluntarily, on equal terms, without force, duress or improper pressure on the Employee.

5.6 Regular status by law. The Parties acknowledge that the law, and not the label in this Contract, decides the Employee's status. If the Employee is engaged to perform activities that are usually necessary or desirable in the usual business or trade of the Employer, the employment is regular regardless of what this Contract or any oral agreement says, unless it is truly a project or seasonal engagement. A casual employee who has rendered at least one year of service, whether continuous or broken, is a regular employee with respect to the activity in which the employee is employed.

6. Probationary period and regularization

6.1 Probationary period. If the Employee is engaged on probation, the probationary period is **[Probationary period in months: _____]** months from the Start Date. The probationary period may not be longer than six (6) months from the date the Employee started working, unless an apprenticeship agreement stipulating a longer period covers the employment.

6.2 Standards made known at engagement. The Regularization Standards that the Employee must meet to qualify as a regular employee are set out in Part 2 of Schedule A. The Employer has explained them to the Employee at the time of engagement, and the Employee confirms by signing this Contract that the Employee received and understood them. The Employer will not apply a

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

standard that was not made known to the Employee at engagement.

6.3 Evaluation. The supervisor will evaluate the Employee's performance against the Regularization Standards at least once at the middle of the probationary period and once no later than [Final evaluation, days before probation ends: _____] days before it ends. The Employer will give the Employee a written copy of each evaluation, and the Employee may comment in writing on it.

6.4 Coaching. If an evaluation shows that the Employee is not meeting a standard, the supervisor will tell the Employee which standard is not met, what is expected, and the support the Employer will give.

6.5 Ending the probationary employment. The Employer may end the probationary employment before or at the end of the period only:

(a) for a just cause under clause 28.3, following the procedure in clause 29; or

(b) because the Employee failed to qualify as a regular employee under the Regularization Standards made known at engagement, in which case the Employer will serve a written notice on the Employee within a reasonable time before the end of the probationary period, stating the standards not met and the reasons.

6.6 Regularization. If the Employee meets the Regularization Standards, the Employer will confirm regular status in writing. An Employee who is allowed to work after the probationary period ends is a regular employee, whether or not the Employer has issued a written confirmation.

6.7 No extension. The probationary period will not be extended beyond the limit in clause 6.1.

7. Start date and pre-employment requirements

7.1 Start Date. The employment begins on **[Start date: _____]** (the "**Start Date**"). Length of service is counted from the Start Date.

7.2 Pre-employment requirements. Before the Start Date, or by the date the Employer reasonably sets, the Employee will submit:

(a) a valid government-issued identification card;

(b) the Employee's SSS, PhilHealth and Pag-IBIG numbers and TIN, or the forms needed to obtain them;

(c) a birth certificate issued by the Philippine Statistics Authority and, where relevant for benefits, a marriage certificate and the birth certificates of dependents;

(d) the certificate of employment and BIR Form 2316 from each employer for the current calendar year, for tax purposes;

(e) a National Bureau of Investigation clearance, if the position requires it under Schedule A;

(f) the results of a pre-employment medical examination at the Employer's cost, where the position requires one; and

(g) copies of diplomas, licenses or certificates that the position requires.

7.3 Accuracy. The Employee confirms that the information in the job application and in the documents submitted is true and complete. Knowingly giving false material information to obtain the employment may be treated as fraud under clause 28.3, after the procedure in clause 29.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

7.4 Data used in hiring. The Employer will use the documents and Personal Data collected under this clause only for hiring, employment, benefits and legal compliance, and will protect them under clause 23.

7.5 Unmet requirements. If the Employee does not submit a requirement on time for reasons within the Employee's control, the Employer may move the Start Date by written notice. Medical results will be used only to assess fitness for the specific position and will not be used to discriminate against the Employee.

8. Place of work and telecommuting

8.1 Place of work. The Employee's principal place of work is **[Place of work: _____]**.

8.2 Business travel. The Employee may be required to travel for work. The Employer will pay or reimburse reasonable travel, lodging and meal costs under clause 20 and the Company Policies.

8.3 Telecommuting. The Employer and the Employee may agree that the Employee will work from an alternative workplace using telecommunication or computer technology. Telecommuting is voluntary. It starts only on a separate written telecommuting agreement or on the terms in this clause, as the Parties choose, which must state:

(a) the days or hours of telecommuting and the place of work;

(b) the hours of work, how attendance is recorded, and how overtime is requested and approved;

(c) the rest days and leave entitlements, which stay the same as at the Employer's premises;

(d) the equipment and connection the Employer provides, and the costs it pays under clause 20; and

(e) how either Party may end the telecommuting arrangement and the notice required.

8.4 Equal treatment. A telecommuting Employee will receive the same treatment as comparable employees working at the Employer's premises, including the same pay rate, workload and performance standards, access to training and career development, and the same collective rights. The terms of a telecommuting arrangement will not be less than the minimum labor standards set by law.

8.5 Current arrangement. At the Start Date the arrangement is: [Telecommuting arrangement: _____].

9. Hours of work, meal breaks and rest day

9.1 Coverage. This clause and clauses 10 and 11 apply to the Employee unless the Employee is a managerial employee, an officer or member of the managerial staff, field personnel, or another worker whom the Labor Code excludes from the rules on hours of work. The Parties' understanding of coverage is stated in Schedule B, but the actual duties decide.

9.2 Normal hours. The Employee's normal hours of work are eight (8) hours a day, **[Work schedule: _____]**. The normal hours of work will not exceed eight (8) hours a day.

9.3 Meal break. The Employee is entitled to a meal break of not less than sixty (60) minutes each working day, which is not counted as hours worked. A shorter meal break of not less than twenty (20) minutes counts as hours worked and applies only where the law allows it.

9.4 Rest periods. Short rest breaks during working hours, if allowed, count as hours worked.

9.5 Weekly rest day. The Employee is entitled to a rest period of not less than twenty-four (24) consecutive hours after every six (6) consecutive normal work days. The Employee's scheduled rest

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

day is **[Rest day: _____]**. The Employer will respect the Employee's preference for a rest day based on religious grounds where operations allow.

9.6 Work on a rest day. The Employer may require work on a rest day only in the cases the Labor Code allows, such as emergencies, urgent work on equipment, or to prevent serious loss of perishable goods. Work on a rest day is paid under clause 10.

9.7 Timekeeping. The Employee will record attendance through the Employer's timekeeping system. The Employee will not record time for another person or allow another person to record time for the Employee.

9.8 Compressed workweek. The Parties may agree in writing to a compressed or flexible work arrangement under DOLE rules. The arrangement must be voluntary, must not reduce pay or benefits, and must be documented before it starts.

10. Overtime, night shift differential and premium pay

10.1 Overtime. The Employee will work beyond eight (8) hours a day only when the supervisor approves it in advance in writing or through the timekeeping system, except in an emergency. Work beyond eight (8) hours a day is paid at the Employee's regular wage plus at least twenty-five percent (25%) of it for each hour of overtime.

10.2 Overtime on a rest day or holiday. Work beyond eight (8) hours on a holiday or rest day is paid at the rate for the first eight (8) hours on that holiday or rest day plus at least thirty percent (30%) of that rate.

10.3 Night shift differential. For each hour of work performed between ten o'clock in the evening (10:00 p.m.) and six o'clock in the morning (6:00 a.m.), the Employee receives a night shift differential of not less than ten percent (10%) of the regular wage.

10.4 Rest day premium. If the Employee is made or permitted to work on the scheduled rest day, the Employee is paid an additional compensation of at least thirty percent (30%) of the regular wage for that work.

10.5 Higher rates. Where the Company Policies or a collective bargaining agreement give a higher rate than this clause, the higher rate applies.

10.6 Payment. Overtime pay, night shift differential and premium pay are paid on the payday after the period in which the work was performed and are shown separately on the payslip.

10.7 No waiver. The Employee cannot waive the right to overtime pay, night shift differential or premium pay, and no undertaking to work without that pay is valid.

10.8 Exempt employees. If the Employee is excluded from the hours-of-work rules under clause 9.1, the Basic Salary is fixed in consideration of all hours the position reasonably requires. Any additional pay for extended hours is then governed by the Company Policies.

11. Holidays

11.1 Regular holidays. The Employee is paid the regular daily wage on regular holidays even when not working, unless the Employer is a retail or service establishment that regularly employs fewer than ten (10) workers.

11.2 Work on a regular holiday. The Employer may require the Employee to work on a regular holiday. The Employee is then paid twice the regular rate for the first eight (8) hours, and overtime on

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

that day is paid under clause 10.2.

11.3 Special non-working days. Pay for special non-working days follows the applicable law, proclamations and DOLE advisories for each day.

11.4 Holidays proclaimed. The regular holidays and special days are those set by law and by proclamation of the President for each year. The Employer will publish the list each year.

11.5 Holiday during leave. A regular holiday that falls during the Employee's paid leave is not charged against the leave.

12. Salary, minimum wage and pay schedule

12.1 Basic Salary. The Employer will pay the Employee a Basic Salary of **PHP [Monthly Basic Salary (PHP): _____]** per month, less the deductions under clause 13.

12.2 Minimum wage. The Basic Salary will at all times be at least the minimum wage that the Regional Tripartite Wages and Productivity Board for **[Wage region: _____]** prescribes for the Employee's category of work. If a new wage order raises the minimum wage above the Basic Salary, the Employer will adjust the Basic Salary from the effective date of the wage order.

12.3 Payday. The Employer will pay wages twice a month, on the **[Paydays: _____]** of each month, at intervals not exceeding sixteen (16) days. If a payday falls on a rest day or holiday, wages are paid on the working day before it.

12.4 Daily Rate. For computing deductions for unpaid absences, premiums and leave conversions, the Daily Rate is the monthly Basic Salary multiplied by twelve (12) and divided by [Paid days a year: _____], the number of paid days in a year for the Employee's work schedule.

12.5 Method of payment. Wages are paid in legal tender or, with the Employee's consent, by direct credit to a bank account or payroll card in the Employee's name with a free-of-charge withdrawal facility near the Workplace, or by another method the law and DOLE rules allow. The Employee bears no cost for receiving wages.

12.6 Payslip. With each payment the Employer will give the Employee a payslip, in paper or electronic form, showing the gross pay, each item of pay, each deduction and the net pay.

12.7 Salary review. The Employer will review the Basic Salary at least once a year. A review does not oblige the Employer to grant an increase, except where a wage order requires one.

12.8 Non-diminution. The Employer will not reduce the Basic Salary or eliminate a benefit the Employee already enjoys by company practice, except as the law allows.

13. Deductions and withholding

13.1 Permitted deductions. The Employer may deduct from the Employee's wages only:

(a) the Employee's share of SSS, PhilHealth and Pag-IBIG contributions;

(b) withholding tax on compensation required by the National Internal Revenue Code;

(c) insurance premiums where the Employee has consented in writing and the Employer is authorized to deduct them;

(d) union dues where the Employee has authorized them in writing or the law recognizes the check-off; and

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(e) any other deduction that the law or DOLE regulations authorize, such as loan repayments to the SSS or Pag-IBIG Fund that the Employee has incurred.

13.2 No other deductions. The Employer will not deduct any other amount from wages, including amounts for loss or damage, cash shortages, uniforms or tools, unless the law and DOLE regulations allow that deduction and its conditions are met.

13.3 Unpaid absence. Time not worked without approved paid leave is not paid. This is a computation of wages earned, not a deduction, and it is shown on the payslip.

13.4 Written authority. Each authorization the Employee gives under clause 13.1(c) or (d) must be in writing, signed by the Employee, and may be revoked as far as the law allows.

13.5 Tax certificate. The Employer will give the Employee BIR Form 2316 for each calendar year within the period the tax rules set, and on separation.

14. Thirteenth month pay

14.1 Entitlement. If the Employee is a rank-and-file employee and has worked for at least one (1) month during the calendar year, the Employee is entitled to 13th month pay, regardless of the amount of the Basic Salary, designation or employment status, and irrespective of the method by which wages are paid.

14.2 Amount. The 13th month pay is not less than one-twelfth (1/12) of the total Basic Salary earned by the Employee within the calendar year. Overtime pay, premium pay, night shift differential, holiday pay for days not worked and allowances that are not part of the Basic Salary are not included, unless the Company Policies include them.

14.3 Payment date. The Employer will pay the 13th month pay not later than **December 24** of every year. The Employer may pay half of it before the opening of the regular school year and the other half not later than December 24.

14.4 Pro rata payment. An Employee who leaves before December 24 for any reason receives a pro rata 13th month pay based on the Basic Salary earned from 1 January to the last day of work, paid with the final pay under clause 32.

14.5 Managerial employees. If the Employee is a managerial employee, the Employer will pay any year-end benefit stated in Schedule B.

15. Allowances, bonuses and incentives

15.1 Allowances. The Employer will pay the allowances stated in Schedule B, such as transportation, meal, rice, communication or clothing allowances. Unless Schedule B says otherwise, allowances are not part of the Basic Salary.

15.2 Bonuses and incentives. The Employee may be eligible for a performance bonus or incentive under the plan described in Schedule B or in the Company Policies. Unless the plan or Schedule B makes a bonus a fixed part of compensation, a bonus depends on the Employer's financial results and the Employee's performance, and is granted at the Employer's discretion.

15.3 Company practice. A bonus or benefit that the Employer has given regularly and deliberately over a long period may become part of the Employee's compensation by company practice. The Parties will record any such benefit in Schedule B when it is identified.

15.4 Commissions. If the Employee earns commissions, the rate, the basis, the payment date and the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

treatment of commissions on transactions closed after separation are stated in Schedule B.

15.5 Tax treatment. The Employer will apply the tax treatment the National Internal Revenue Code and BIR rules require to each allowance, bonus and benefit.

16. Government-mandated contributions

16.1 Registration. The Employer will register the Employee with the SSS, PhilHealth and the Pag-IBIG Fund within the period the law sets, if the Employee is not already registered, and will report the Employee as its employee to each Government Agency.

16.2 SSS. Coverage in the SSS is compulsory for employees not over sixty (60) years of age and their employers. The Employer will deduct the Employee's share and remit it with the Employer's share at the rates and by the deadlines the SSS sets.

16.3 Pag-IBIG Fund. Coverage in the Pag-IBIG Fund is mandatory for all employees covered by the SSS and their employers. The Employer will deduct the Employee's share and remit it with the Employer's share as the Pag-IBIG Fund requires.

16.4 PhilHealth. The Employer will deduct and remit PhilHealth premium contributions for the Employee's share and its own share at the rates PhilHealth sets.

16.5 Employer's share. The Employer will not deduct its own share of any contribution from the Employee's wages.

16.6 Records. The Employer will keep records of contributions and remittances and will give the Employee a copy on reasonable request. The Employee may check postings through the online accounts of each Government Agency.

16.7 Employee cooperation. The Employee will give the Employer the information and forms needed for registration, benefit claims and changes in dependents or civil status, and will notify the Employer of any change within thirty (30) days.

17. Company benefits

17.1 Health care. The Employer will enroll the Employee, and the dependents named in Schedule B where the plan allows, in its health maintenance organization ("**HMO**") plan from [HMO coverage start: _____], on the terms of the plan as it stands from time to time.

17.2 Insurance. The Employer will provide the group life and accident insurance described in Schedule B, if any.

17.3 Other benefits. The Employee may take part in other benefit programs the Employer offers to employees of the same level, on the terms of those programs.

17.4 Changes to plans. The Employer may change HMO providers or insurers, provided the overall level of benefits is not reduced below what this Contract or company practice gives the Employee.

17.5 Plan documents. The terms of each plan, policy or program govern the benefits it provides. Benefits under this clause add to, and do not replace, the benefits the law requires.

18. Service incentive leave, vacation and sick leave

18.1 Vacation leave. The Employee is entitled to **[Vacation leave days a year: _____]** working days of paid vacation leave for each year of service, earned at the rate of one-twelfth of the yearly amount for each month of service from [Leave accrual starts: _____].

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

18.2 Sick leave. The Employee is entitled to **[Sick leave days a year: _____]** working days of paid sick leave for each year of service, earned in the same way. The Employee will notify the supervisor as early as possible on the first day of absence. For an absence of more than [Days of absence before a medical certificate: _____] consecutive working days the Employee will provide a medical certificate.

18.3 Service incentive leave. If the Employee has rendered at least one (1) year of service, the Employee is entitled to a yearly service incentive leave of five (5) days with pay. The paid vacation leave in clause 18.1 is treated as meeting this entitlement if it is at least five (5) days a year. Unused service incentive leave is converted to cash at the end of each year or on separation.

18.4 Scheduling. The Employee will request vacation leave at least [Notice for vacation leave (days): _____] days in advance. The Employer will approve requests where operations allow and will not unreasonably refuse them.

18.5 Unused leave. Unused vacation and sick leave in excess of the service incentive leave are treated as stated in Schedule B: carried over, converted to cash, or forfeited at the end of the year.

18.6 Leave records. The Employer will keep a record of the leave earned and used, and will show the balance to the Employee on request.

19. Statutory leaves

19.1 Maternity leave. A female Employee who is pregnant is entitled to one hundred five (105) days of maternity leave with full pay, whether she gives birth by caesarian section or natural delivery. The Employee will notify the Employer of the pregnancy and the expected date of delivery as early as she can so that SSS maternity benefits can be claimed.

19.2 Additional unpaid maternity leave. At her option, the Employee may take an additional thirty (30) days of maternity leave without pay, provided she gives the Employer written notice at least forty-five (45) days before the end of her paid maternity leave.

19.3 Solo parent mothers. If the Employee qualifies as a solo parent under the Solo Parents' Welfare Act, she is paid an additional maternity benefit of fifteen (15) days.

19.4 Allocation to the father. The Employee may allocate up to seven (7) days of her maternity leave benefits to the child's father, whether or not he is married to her. A male Employee who receives an allocation from the child's mother may take those days on written notice and proof of the allocation.

19.5 Paternity leave. A married male Employee is entitled to seven (7) days of paternity leave with full pay for each of the first four (4) deliveries of his legitimate spouse with whom he is cohabiting.

19.6 Solo parent leave. A solo parent Employee who has rendered at least six (6) months of service is entitled to parental leave of not more than seven (7) working days with pay each year, regardless of employment status. This leave does not accumulate and is forfeited if not used within the year.

19.7 Other statutory leaves. The Employee is entitled to every other leave the law grants, on the conditions the law sets, including leave for victims of violence against women and their children and special leave for women following certain gynecological surgery.

19.8 Security of tenure. The Employer will not demote, dismiss or otherwise penalize the Employee for taking a leave under this clause. An Employee who takes maternity leave keeps her security of tenure.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

19.9 Proof. The Employee will provide the proof that the law or the Government Agencies require for each leave, such as a medical certificate, a birth certificate or a solo parent identification card.

20. Business expenses, equipment and tools

20.1 Reimbursement. The Employer will reimburse reasonable expenses that the Employee incurs in performing the work, such as travel, lodging, meals on official trips and client entertainment, if approved in advance and supported by official receipts, under the Company Policies.

20.2 Equipment and tools. The Employer will provide the equipment, tools, uniforms and software the Employee needs to perform the work at no cost to the Employee. Equipment remains the property of the Employer.

20.3 Telecommuting costs. For approved telecommuting, the Employer will provide or pay for the items stated in the telecommuting arrangement, which may include a laptop, a headset and a monthly internet or communication allowance of PHP [Telecommuting allowance (PHP a month): _____].

20.4 Care of equipment. The Employee will use the Employer's equipment with reasonable care, mainly for work, and in line with the Company Policies on information security. The Employee will report loss, theft or damage promptly.

20.5 Liability for loss. The Employee is liable for loss or damage to the Employer's property caused by the Employee's fault or negligence. The Employer may recover the loss only through a deduction that the law and DOLE regulations allow, after giving the Employee a chance to be heard, or through other lawful means. The Employee is not liable for ordinary wear and tear.

21. Company policies and code of conduct

21.1 Company Policies. The Employee will comply with the Company Policies, which the Employer will make available to the Employee in writing or electronically. The Employee acknowledges receipt of the code of conduct current on the Effective Date.

21.2 Changes to policies. The Employer may issue, amend or withdraw Company Policies as a valid exercise of management prerogative. A new or amended policy must be reasonable, related to the work, issued in good faith and made known to the Employees before it takes effect. A policy cannot reduce the rights the law or this Contract gives the Employee.

21.3 Conflict. If a Company Policy conflicts with this Contract, this Contract prevails, unless the policy is more favorable to the Employee.

21.4 Lawful orders. Willful disobedience of a lawful order of the Employer or its representative in connection with the work, or serious misconduct, may be a just cause for dismissal under clause 28.3, after the procedure in clause 29.

21.5 Harassment and discrimination. The Employer will keep a workplace free of sexual harassment and gender-based harassment and will maintain the committee and procedures the law requires. The Employee will not engage in harassment or unlawful discrimination and will report any incident through the channels in the Company Policies. The Employer will not retaliate against an Employee who reports in good faith.

21.6 Penalties. Penalties for violating Company Policies are those in the code of conduct and are proportionate to the offense. Before imposing a penalty, the Employer will follow the procedure in clause 29.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

22. Occupational safety and health

22.1 Employer's duties. The Employer will provide a workplace free from hazardous conditions that are causing or likely to cause death, illness or physical harm, will give the Employee the safety and health training the law requires, and will comply with the Occupational Safety and Health Standards.

22.2 Protective equipment. The Employer will provide the Employee, free of charge, the personal protective equipment the work requires, including protection for the eyes, face, hands and feet where the work exposes the Employee to those risks.

22.3 Employee's duties. The Employee will follow the safety rules, use the protective equipment provided, take part in safety training and drills, and report hazards, accidents and near misses to the supervisor or safety officer without delay.

22.4 Right to refuse unsafe work. The Employee may refuse to work, without threat or reprisal from the Employer, if the DOLE determines that an imminent danger situation exists in the workplace. The Employer will not penalize the Employee for exercising this right or for reporting a hazard in good faith.

22.5 Work-related injury or illness. The Employer will report work-related accidents and illnesses as the law requires and will help the Employee claim benefits under the employees' compensation program.

23. Confidential information and data privacy

23.1 Confidential Information. "Confidential Information" means non-public information about the Employer, its affiliates, clients, suppliers and employees that the Employee obtains because of the employment, including business plans, pricing, client lists, financial data, trade secrets, source code, product designs and Personal Data. It does not include information that is or becomes public through no fault of the Employee, or that the Employee lawfully knew before the employment without a duty of confidence.

23.2 Duty of confidentiality. During the employment and after it ends, the Employee will keep the Confidential Information secret, will use it only to perform the work, and will not disclose it to anyone except employees and advisers of the Employer who need to know it, or as the law or a court or government authority requires. Where disclosure is required, the Employee will, where lawful, tell the Employer first.

23.3 Data privacy. The Employee will process Personal Data only as instructed by the Employer and as the Data Privacy Act of 2012 and the Company Policies require, will keep Personal Data secure, and will report any actual or suspected personal data breach to the Employer's data protection officer at once.

23.4 Telecommuting data. When telecommuting, the Employee will protect the confidential and proprietary information of the Employer, use only approved devices and connections, and keep work materials out of view of other persons. The Employer will take appropriate measures to protect the data the Employee uses and processes for work, including secure access, encryption and support.

23.5 Employee's Personal Data. The Employer will collect, use, store and share the Employee's Personal Data only for legitimate purposes connected with the employment, benefits, payroll, security and legal compliance, and will tell the Employee of those purposes and of the Employee's rights as a data subject in a privacy notice.

23.6 Monitoring. The Employer may monitor the use of its systems, devices and accounts for

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

security and compliance, as described in the Company Policies, in a way that is proportionate and lawful.

23.7 Protected reports. Nothing in this clause prevents the Employee from reporting a possible violation of law to a government agency, from filing a complaint or giving testimony in a labor case, or from discussing terms and conditions of employment for lawful purposes.

24. Intellectual property and work product

24.1 Work product. All work, inventions, designs, software, documents, data and other materials that the Employee creates, alone or with others, in the course of the employment or using the Employer's resources (the "**Work Product**") belong to the Employer.

24.2 Assignment. To the extent ownership of any Work Product does not vest in the Employer by law, the Employee assigns to the Employer all rights in it, including copyright, patent and design rights, from creation, without additional payment beyond the compensation in this Contract.

24.3 Moral rights. To the extent the law allows, the Employee consents to the Employer's use, adaptation and publication of the Work Product without naming the Employee and without the Employee's further approval.

24.4 Cooperation. During and after the employment, the Employee will sign the documents and take the steps reasonably needed to register or protect the Employer's rights in the Work Product, at the Employer's cost.

24.5 Prior works. Works the Employee created before the Start Date and wishes to exclude are listed in Schedule B. If the Employee uses a prior work in the Work Product, the Employee grants the Employer a free, perpetual, worldwide license to use it as part of the Work Product.

25. Conflicts of interest and outside work

25.1 Full-time service. During working hours the Employee will devote full working time and attention to the Employer's business.

25.2 Outside work. The Employee will not, without the Employer's prior written consent, take other employment or engagement during the employment that:

(a) competes with the Business;

(b) uses the Employer's time, equipment or Confidential Information; or

(c) prevents the Employee from properly performing the duties or from working required overtime under clause 10.

The Employer will not unreasonably refuse consent for outside work that does not fall within (a) to (c).

25.3 Disclosure of interests. The Employee will disclose in writing any financial or personal interest that conflicts, or may appear to conflict, with the Employer's interests, including an interest in a supplier, client or competitor, or a close relative's employment there.

25.4 Gifts. The Employee will not accept gifts, payments or favors from clients, suppliers or other persons dealing with the Employer beyond what the Company Policies allow.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

26. Non-solicitation and non-competition

26.1 Non-solicitation of employees. For **[Non-solicitation period (months): _____]** months after the employment ends, the Employee will not, directly or through others, solicit or induce any employee of the Employer with whom the Employee worked in the last twelve (12) months of the employment to leave the Employer.

26.2 Non-solicitation of clients. For the same period, the Employee will not solicit any client of the Employer whom the Employee dealt with, or about whom the Employee received Confidential Information, in the last twelve (12) months of the employment, to buy products or services that compete with those of the Business.

26.3 Non-competition (optional). If the Parties tick this option in Schedule B, then for **[Non-compete period (months): _____]** months after the employment ends the Employee will not work for or provide services to a business that competes directly with the Business in **[Non-compete area: _____]**, in a role similar to the Employee's role during the last twelve (12) months of the employment.

26.4 Reasonableness. The Parties agree that each restriction in this clause is limited as to time, trade and place, is no wider than needed to protect the Employer's legitimate interests in its Confidential Information, clients and workforce, and does not prevent the Employee from earning a living in the Employee's profession. If a court or the NLRC finds a restriction too wide, the Parties intend it to apply with the narrowest limits that would make it valid.

26.5 Consideration. The Employee acknowledges that the employment, the access to Confidential Information and the compensation under this Contract are consideration for the restrictions in this clause.

26.6 Remedies. If the Employee breaches this clause, the Employer may seek damages and an injunction under the Rules of Court. The Employer will not withhold wages or benefits already earned as a penalty for a breach.

27. Return of company property

27.1 Return. On the Employer's request, and in any event on or before the last day of work, the Employee will return all property of the Employer in the Employee's possession or control, including equipment, identification cards, keys, access cards, documents, files and data in any form.

27.2 Electronic data. The Employee will delete Confidential Information from any personal device or account after returning a copy to the Employer, and will confirm the deletion in writing on request. The Employee will not keep copies.

27.3 Clearance. The return of property is part of the clearance process in clause 32. The Employer will not use the clearance process to delay the payment of amounts beyond the period in clause 32.

28. Security of tenure and termination by the employer

28.1 Security of tenure. The Employer will not terminate the employment except for a just cause or an authorized cause under the Labor Code, and only after following the procedure the law requires. The employment is not terminable at will.

28.2 End of a project or fixed term. Where clause 5.4 or 5.5 applies and the status is valid under the law, the employment ends on the completion of the project or phase, or on the expiry of the fixed term, as stated in that clause.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

28.3 Just causes. The Employer may dismiss the Employee for any of these just causes:

(a) serious misconduct or willful disobedience of the lawful orders of the Employer or its representative in connection with the work;

(b) gross and habitual neglect of duties;

(c) fraud or willful breach of the trust reposed in the Employee by the Employer or its duly authorized representative;

(d) commission of a crime or offense against the person of the Employer, any immediate member of the Employer's family, or the Employer's duly authorized representatives; and

(e) other causes analogous to the above.

A dismissal for just cause is made only after the procedure in clause 29. Separation pay is not due on a dismissal for just cause, except as the law or a final decision provides.

28.4 Authorized causes. The Employer may terminate the employment for the installation of labor-saving devices, redundancy, retrenchment to prevent losses, or the closure or cessation of operations of the establishment, if the cause is real and the Employer meets the conditions the law sets. The Employer will serve a written notice on the Employee and on the DOLE at least one (1) month before the intended date of termination.

28.5 Separation pay for authorized causes. On a termination under clause 28.4 the Employer will pay separation pay of at least:

(a) for the installation of labor-saving devices or redundancy: one (1) month's pay, or one (1) month's pay for every year of service, whichever is higher; and

(b) for retrenchment to prevent losses, or closure or cessation of operations not due to serious business losses or financial reverses: one (1) month's pay, or one-half (1/2) month's pay for every year of service, whichever is higher.

A fraction of at least six (6) months counts as one (1) whole year.

28.6 Disease. The Employer may terminate the employment if the Employee has a disease that the law prohibits from continuing in work, or whose continued employment is prejudicial to the Employee's health or the health of co-workers, as certified by a competent public health authority. The Employer will then pay separation pay of at least one (1) month's salary, or one-half (1/2) month's salary for every year of service, whichever is greater. A fraction of at least six (6) months counts as one (1) whole year.

28.7 Higher amounts. Where the Company Policies or a collective bargaining agreement give a higher separation pay, the higher amount applies.

28.8 Maternity and statutory leave. Taking a leave under clause 19 is not a ground for termination or demotion.

29. Disciplinary procedure

29.1 First written notice. Before dismissing the Employee for a just cause, the Employer will serve a first written notice that:

(a) states the specific causes or grounds for the intended dismissal;

(b) narrates in detail the facts and circumstances that support the charge, including the dates and the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Company Policy or rule allegedly violated; and

(c) gives the Employee a reasonable period of at least five (5) calendar days from receipt to submit a written explanation, to study the charge, to consult a union official or a lawyer, and to gather evidence.

29.2 Hearing or conference. After the first notice, the Employer will schedule and hold a hearing or conference where the Employee may explain and clarify the defenses, present evidence and rebut the evidence against the Employee. The Employee may be assisted by a representative or counsel of the Employee's choice.

29.3 Preventive suspension. If the Employee's continued presence poses a serious and imminent threat to the life or property of the Employer or of co-workers, the Employer may place the Employee under preventive suspension during the investigation for no longer than the law allows. If the investigation takes longer, the Employer will reinstate the Employee or extend the suspension with pay, as the law requires.

29.4 Second written notice. After considering all the circumstances, the evidence and the Employee's explanation, the Employer will serve a second written notice stating its decision. If the decision is to dismiss, the notice will state that all circumstances were considered and that the grounds have been established to justify the dismissal.

29.5 Lesser penalties. The Employer will follow the same notice and hearing steps, adapted to the seriousness of the charge, before imposing a suspension or other penalty under the code of conduct.

29.6 Service of notices. Notices under this clause are served personally on the Employee, who will be asked to sign a copy as received, or by registered mail or courier to the Employee's last known address, with a copy by e-mail where the Employee has an Employer e-mail account.

29.7 Authorized causes. The notice for an authorized cause is governed by clause 28.4 and not by this clause.

30. Resignation by the employee

30.1 Resignation with notice. The Employee may end the employment without just cause by serving a written notice of resignation on the Employer at least one (1) month in advance. The Employee may resign whether or not the Employer has found a replacement.

30.2 Shorter period by agreement. The Employer may, at its discretion, accept a resignation effective before the end of the one-month period. An acceptance of a shorter period will be in writing and will state the agreed last day.

30.3 Failure to give notice. If the Employee does not serve the one-month notice, the Employer may hold the Employee liable for damages it proves it suffered. The Employer will claim those damages only through lawful means and will not withhold wages already earned as a penalty.

30.4 Resignation without notice for just cause. The Employee may end the employment without serving any notice for any of these just causes:

(a) serious insult by the Employer or its representative on the honor and person of the Employee;

(b) inhuman and unbearable treatment of the Employee by the Employer or its representative;

(c) commission of a crime or offense by the Employer or its representative against the person of the Employee or any immediate member of the Employee's family; and

(d) other causes analogous to the above.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

30.5 Turnover. During the notice period the Employee will continue to perform the duties, complete or hand over pending work, and help train a successor as reasonably requested.

30.6 Voluntary act. A resignation must be the Employee's voluntary act. The Employer will not ask the Employee to sign an undated or pre-signed resignation letter.

31. Retirement

31.1 Retirement plan. If the Employer has a retirement plan or a collective bargaining agreement that provides retirement benefits, the Employee may retire and receive the benefits it provides, which must be at least the benefits in clause 31.2.

31.2 Statutory retirement. In the absence of a retirement plan or agreement that gives more, the Employee may retire on reaching the age of sixty (60) years or more, but not beyond sixty-five (65) years, which is the compulsory retirement age, after at least five (5) years of service with the Employer. The Employee is then entitled to retirement pay of at least one-half (1/2) month's salary for every year of service, a fraction of at least six (6) months counting as one (1) whole year.

31.3 Meaning of half a month's salary. Unless the Parties provide for broader inclusions in Schedule B, one-half (1/2) month's salary means fifteen (15) days' salary plus one-twelfth (1/12) of the 13th month pay plus the cash equivalent of not more than five (5) days of service incentive leave.

31.4 Early retirement. The Employer may retire the Employee before the ages in clause 31.2 only under a retirement plan to which the Employee has agreed knowingly and voluntarily. This Contract does not by itself contain that agreement.

31.5 Payment. Retirement pay is paid with the final pay under clause 32.

32. Final pay, clearance and certificate of employment

32.1 Final pay. When the employment ends for any reason, the Employer will pay the Employee all amounts due, including:

(a) unpaid Basic Salary up to the last day of work;

(b) earned but unpaid overtime pay, premium pay, night shift differential and allowances;

(c) the pro rata 13th month pay under clause 14.4;

(d) the cash value of unused service incentive leave and of other leave that is convertible under Schedule B;

(e) separation pay or retirement pay, where due; and

(f) any tax refund from the year-end adjustment,

less the deductions allowed under clause 13.

32.2 Time for payment. The Employer will release the final pay within thirty (30) days from the last day of work, unless a more favorable company policy or agreement applies.

32.3 Clearance. The Employee will complete the Employer's clearance process, including the return of property under clause 27 and the turnover of work. The clearance process will be completed in good time and will not be used to withhold amounts that the Employee has clearly earned.

32.4 Certificate of employment. The Employer will issue a certificate of employment stating the dates of employment and the position or positions held within three (3) days from the Employee's

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

request, whatever the reason for separation.

32.5 Documents. On separation the Employer will also give the Employee BIR Form 2316 and, on request, a record of the contributions remitted for the Employee.

32.6 Quitclaims. A quitclaim or release the Employee signs on separation is valid only if signed voluntarily, for a reasonable consideration, and with full understanding of its terms. It does not waive rights the law makes non-waivable.

33. Dispute resolution

33.1 Internal grievance. The Parties will first try to settle a dispute about this Contract or the employment through the Employer's grievance procedure in the Company Policies. The Employee may raise a grievance in writing with the supervisor or the human resources department, which will respond within [Grievance response time (working days): _____] working days.

33.2 Conciliation and mediation. If the grievance is not settled, either Party may request conciliation and mediation under the DOLE's Single Entry Approach ("**SEnA**") before filing a case.

33.3 Labor tribunals. If the dispute is still not settled, either Party may bring it before the NLRC, the DOLE or another body that has jurisdiction under the Labor Code. Nothing in this Contract limits the Employee's right to file a complaint with those bodies.

33.4 Voluntary arbitration. Where a collective bargaining agreement covers the Employee, a dispute over its interpretation follows the grievance machinery and voluntary arbitration in that agreement.

33.5 Continued performance. While a dispute is pending, each Party will continue to perform its obligations under this Contract, except as the law allows otherwise.

34. Notices

34.1 Form. Every notice under this Contract must be in writing, in English or Filipino, and signed by the sender or an authorized representative.

34.2 Delivery. A notice may be delivered personally, by registered mail or courier, or by e-mail to the addresses below or to another address a Party designates by notice:

(a) to the Employer: [Employer notice address: _____], attention [Employer notice attention: _____], e-mail [Employer notice e-mail: _____]; and

(b) to the Employee: the address in clause 1.1, e-mail [Employee e-mail: _____].

34.3 When received. A notice is received on delivery if delivered personally, on the date of receipt shown by the courier or postal records if sent by registered mail or courier, and on the date sent if sent by e-mail during business hours with no message of failed delivery. A notice under clause 29 follows clause 29.6.

34.4 Change of address. The Employee will tell the Employer in writing of any change of residence or e-mail within seven (7) days.

35. Assignment, amendment and waiver

35.1 Assignment. The Employee may not assign this Contract. The Employer may assign it to a successor in a merger or a transfer of the Business only with the Employee's consent or as the law allows, and the Employee's length of service and benefits will be recognized as far as the law or the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

transfer arrangement requires.

35.2 Amendment. This Contract may be amended only in writing signed by both Parties, except for a salary increase or benefit improvement, which the Employer may grant by written notice, and except for changes the law requires.

35.3 Waiver. A failure or delay by a Party in exercising a right is not a waiver of it. A waiver is effective only in writing and only for the specific instance. No waiver of a right that the law makes non-waivable is valid.

35.4 Force majeure. Neither Party is liable for a failure or delay in performing an obligation, other than an obligation to pay amounts already due, caused by an event beyond its reasonable control, such as a natural disaster, epidemic, war or a government order. A suspension of work or of the employment because of such an event follows the Labor Code and DOLE rules, including the limits on the length of a suspension and the Employee's rights at the end of it.

35.5 Survival. Clauses 23, 24, 26, 27, 32, 33 and 34, and any other term that by its nature continues, survive the end of the employment.

36. Severability

36.1 Severability. If a court, the NLRC or another competent authority finds any term of this Contract invalid or unenforceable, that term will be enforced to the extent the law allows, and the rest of this Contract stays in full force and effect.

36.2 Replacement. The Parties will negotiate in good faith to replace an invalid term with a valid term that comes as close as possible to the Parties' original intent.

37. Entire agreement

37.1 Entire agreement. This Contract, with its Schedules and the Company Policies referred to in it, is the entire agreement between the Parties about the employment and replaces all earlier offers, proposals, letters and discussions, whether written or oral.

37.2 Job offer. If the Employer issued a job offer, a term in the offer that is more favorable to the Employee and not repeated in this Contract continues to apply.

37.3 Representations. Each Party confirms that it has not relied on any statement not set out in this Contract when signing it.

38. Governing law

38.1 Governing law. This Contract is governed by the laws of the Republic of the Philippines, including the Labor Code, the Civil Code and the social legislation that applies to the employment.

38.2 Minimum standards. The Parties may agree on any terms that are not contrary to law, morals, good customs, public order or public policy. Labor laws apply to the employment whatever this Contract says, and doubts in the interpretation of this Contract are resolved in favor of the Employee as the law provides.

38.3 Venue. Subject to clause 33, the venue for a civil action arising from this Contract is the proper court of [Venue city: _____], without prejudice to the jurisdiction of the NLRC and the DOLE over labor disputes.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

39. Counterparts and electronic signatures

39.1 Counterparts. This Contract may be signed in any number of counterparts, each of which is an original, and all of which together form one instrument.

39.2 Electronic signatures. The Parties may sign this Contract and its Schedules by electronic signature under the Electronic Commerce Act of 2000 (Republic Act No. 8792). An electronic signature has the same effect as a handwritten signature, and a scanned or electronic copy has the same effect as the original.

39.3 Copies. Each Party will keep a fully signed copy. The Employer will give the Employee a signed copy within seven (7) days of the Effective Date.

39.4 Language. This Contract is written in English. If the Employee asks, the Employer will explain its terms in Filipino or in the Employee's regional language before signing.

IN WITNESS WHEREOF, the Parties sign this Contract on the date and at the place stated in clause 1.1.

EMPLOYER
[Employer name: _____]
Signature or electronic signature: [Employer signature: _____]
Name: [Employer signatory: _____]
Title: [Signatory title: _____]
Date: [Employer signing date: _____]

EMPLOYEE
Signature or electronic signature: [Employee signature: _____]
Name: [Employee name: _____]
Date: [Employee signing date: _____]

The Employee confirms receipt of a complete signed copy of this Contract with Schedules A and B.

SIGNED IN THE PRESENCE OF:

Witness 1: [Witness 1 name: _____]
Signature: [Witness 1 signature: _____]

Witness 2: [Witness 2 name: _____]
Signature: [Witness 2 signature: _____]

ACKNOWLEDGMENT (optional)

REPUBLIC OF THE PHILIPPINES)
[Notary city: _____]) S.S.

BEFORE ME, a Notary Public for and in [Notary city: _____], personally appeared [Employer signatory: _____], for and on behalf of [Employer name: _____], and [Employee name: _____], each identified to me through competent evidence of identity, who represented to me that the signatures on the foregoing Employment Contract, consisting of the stated number of pages including this page and the Schedules, were voluntarily affixed by them for the purposes stated in it, and who declared to me that they executed it as their free and voluntary act and deed, and, for the Employer, that the signatory has authority to sign for it.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

WITNESS MY HAND AND SEAL on the date and at the place written below.

Notary Public
Doc. No. [Notarial document number: _____]; Page No. [Notarial page number: _____]; Book No. [Notarial book number: _____]; Series of [Notarial series year: _____].

Part 1: Job Description

Position: [Job title: _____]**Department:** [Department: _____]**Reports to:** [Supervisor's title: _____]**Classification:** [Position classification: _____]

Purpose of the position: [Purpose of the position: _____]

Key duties and responsibilities:

1. [Duty 1: _____]
2. [Duty 2: _____]
3. [Duty 3: _____]
4. [Duty 4: _____]
5. Other duties reasonably related to the position, as assigned in good faith under clause 4.3.

Qualifications and licenses required: [Qualifications required: _____]

Part 2: Regularization Standards (complete only if the Employee is on probation)

The Employee will be evaluated against these standards during the probationary period. Each standard is reasonable, relates to the position, and was made known to the Employee at the time of engagement.

1. **[Standard 1: _____].** Measured by: [Standard 1 measure: _____]. Level required: [Standard 1 level: _____].
2. **[Standard 2: _____].** Measured by: [Standard 2 measure: _____]. Level required: [Standard 2 level: _____].
3. **[Standard 3: _____].** Measured by: [Standard 3 measure: _____]. Level required: [Standard 3 level: _____].
4. **Attendance and punctuality.** Measured by: timekeeping records. Level required: no unexcused absences and no more than [Maximum late arrivals a month: _____] late arrivals a month.
5. **Compliance with Company Policies.** Measured by: supervisor observation and disciplinary records. Level required: no violation that results in a written penalty.

Overall rating needed to qualify: [Overall rating needed: _____]

Acknowledgment of receipt. I received this Job Description and these Regularization Standards on the date I signed the Contract. They were explained to me and I understand them.

Employee signature: [Employee signature: _____]
Date: [Employee signing date: _____]

Compensation and Benefits Summary

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Employment status: [Employment status: _____]**Start Date:** [Start date: _____]**Probationary period (if any):** [Probationary period in months: _____] months**Position classification:** [Position classification: _____] **Covered by hours-of-work rules:** [Covered by hours-of-work rules: _____]**Monthly Basic Salary:** PHP [Monthly Basic Salary (PHP): _____]**Wage region:** [Wage region: _____]**Paydays:** [Paydays: _____] of each month**Allowances:** [Allowances: _____]**Bonus or incentive plan:** [Bonus or incentive plan: _____]**Commissions:** [Commission terms: _____]**Year-end benefit for managerial employees:** [Year-end benefit (managerial only): _____]**Vacation leave:** [Vacation leave days a year: _____] working days a year**Sick leave:** [Sick leave days a year: _____] working days a year**Unused leave:** [Unused leave treatment: _____]**HMO coverage:** From [HMO coverage start: _____]; dependents: [HMO dependents: _____]**Insurance:** [Insurance: _____]**Retirement plan:** [Retirement plan: _____]**Fixed-term reason (if any):** [Fixed-term reason: _____]**Non-competition (clause 26.3):** [Non-compete option: _____] **Prior works excluded (clause 24.5):** [Prior works excluded: _____]**Employee nationality:** [Employee nationality: _____]**Employer SSS / PhilHealth / Pag-IBIG / TIN:** [Employer government numbers: _____]**Employee SSS / PhilHealth / Pag-IBIG / TIN:** [Employee government numbers: _____]

Benefits in this Schedule add to the benefits the law requires. Where this Schedule and the body of the Contract differ, the term more favorable to the Employee applies.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.