

Employment Contract for Project to Accept Foreigners Conducting Housekeeping Service in
National Strategic Special Zones

国家戦略特別区域家事支援外国人受入事業のための雇用契約書

The Organization accepting Foreigners Conducting Housekeeping Services (hereinafter "Specified Organization") and the Foreigner Conducting Housekeeping Services agree to enter into this Employment Contract under the terms and conditions prescribed in the separate Employment Terms and Conditions for specified activities to provide housekeeping services in National Strategic Special Zones.

特定機関 (以下「甲」という。) と外国人家事支援人材 (以下「乙」という。) は、別添の雇用条件書に記載された内容に従い雇用契約を締結する。

This Employment Contract becomes effective when the Foreigner Conducting Housekeeping Services enters Japan under the status of residence of "Designated Activities" and commences specified activities to provide housekeeping services that are permitted under the said status.

本雇用契約は、乙が、在留資格「特定活動」により本邦に入国して、同在留資格の特定家事支援活動を開始する時点をもって効力を生じるものとする。

In cases where the actual date of entry into Japan of the Foreigner Conducting Housekeeping Services is different from his/her scheduled date of entry, the employment contract period specified in the Employment Terms and Conditions for specified activities to provide housekeeping services (commencement and termination of employment contract) shall be modified in accordance with the actual date of entry.

雇用条件書に記載の雇用契約期間(雇用契約の始期と終期)は、乙の入国日が入国予定日と相違した場合には、実際の入国日に伴って変更されるものとする。

If, for some reason or other, the Foreigner Conducting Housekeeping Services loses his/her status of residence, this Employment Contract shall be terminated at that point, and, he/she shall return in principle.

なお、乙が何らかの事由で在留資格を喪失した時点で雇用契約は終了するものとし、原則として帰国しなければならない。

In witness whereof, the parties hereto have executed this Employment Contract and the Employment Terms and Conditions for specified activities to provide housekeeping services in National Strategic Special Zones in duplicate, and each party shall keep one copy of the originals.

雇用契約書及び雇用条件書は2部作成し、甲乙それぞれが保有するものとする。

_____ (year) _____ (month) _____ (day)
年 月 日

Specified Organization: _____ (seal)

甲) _____ 印

(Name of the Specified Organization / Name and title of representative/ Seal)

(特定機関名・代表者役職名・氏名・捺印)

Foreigner Conducting Housekeeping Services: _____

乙) _____

(Signature of the Foreigner Conducting Housekeeping Services)

(外国人家事支援人材の署名)

Employment Terms and Conditions for specified activities to provide housekeeping services
in National Strategic Special Zones
雇用条件書 (案)

(year) (month) (day)
年 月 日

To:

_____ 殿

Specified Organization

特定機関名 _____

Address

所在地 _____

Telephone number

電話番号 _____

Name of representative seal

代表者 _____ 印

1 Employment Contract Period

雇用契約期間

●The foreigner conducting housekeeping services must not engage in activities to provide housekeeping services under the project to accept foreigners conducting housekeeping service in National Strategic Special Zones for more than three years in total.

外国人家事支援人材は、本事業に基づく家事支援活動を通算3年以上行うことはできない。

1.1 Employment contract period

雇用契約期間

(From _____ (year) _____ (month) _____ (day) to _____ (year) _____ (month) _____ (day)
年 月 日 ~ 年 月 日

Scheduled date of entry into Japan: _____ (month) _____ (day)

入国予定日 月 日

1.2 Renewal of contract

契約の更新の有無

Contract will not be renewed.

Contract will be renewed in principle.

契約の更新はしない

原則として更新する

(The contract may not be renewed depending on the renewal evaluation criteria, or if the specified organization has changed for financial reasons or cannot renew the contract due to a downturn in business performance.)

始業 (時 分) 終業 (時 分)
(適用日 休憩時間 分)

1日の所定労働時間 時間 分)

Starting time (____:____) Finishing time (____:____)

(Applicable days: work break: ____ mins.

Scheduled working hours per day: ____ hrs. ____ mins.)

始業 (時 分) 終業 (時 分)
(適用日 休憩時間 分)

1日の所定労働時間 時間 分)

Starting time (____:____) Finishing time (____:____)

(Applicable days: Work break: ____ mins.

Scheduled working hours per day: ____ hrs. ____ mins.)

始業 (時 分) 終業 (時 分)
(適用日 休憩時間 分)

1日の所定労働時間 時間 分)

4.2 Work break:

休憩時間

() mins.

分

4.3 Scheduled working hours per week:

1週間の所定労働時間数

____ hrs. ____ mins. (Scheduled working hours per annum: ____ hrs.)

時間 分 (年間総所定労働時間数 時間)

4.4 Number of working days per annum

年間所定労働日数

(1st year: ____ days; 2nd year: ____ days; 3rd year: ____ days)

(1年目 日、2年目 日、3年目 日)

4.5 Overtime work:

所定時間外労働の有無

Yes No

有 無

See Articles ____ to ____, and Articles ____ to ____ of the Rules of Employment for details.

詳細は、就業規則 第 条 ~ 第 条、第 条 ~ 第 条

5 Days off

休日

Regular days off: Every_____, Japan's national holidays, others () (Total

number of days off per annum: _____ days)

定例日： 毎週 曜日、日本の国民の休日、その他 () (年間合計休日
日数 日)

Additional days off: _____ days per week/month, others () (Attach a copy of a
yearly calendar with translation in the native language of the foreigner conducting
housekeeping services)

非定例日：週・月当たり 日、その他 () (母国語併記の年間カレンダー写しを添
付する)

○See Articles _____ to _____, and Articles _____ to _____ of the Rules of Employment for
details.

詳細は、就業規則 第 条 ~ 第 条、第 条 ~ 第 条

6 Leave

休暇

6.1 Annual paid leave:

年次有給休暇

After working consecutively for six months → _____ days

6 か月継続勤務した場合 → 日

Annual paid leave prior to working consecutively for six month (Yes
No)

継続勤務 6 か月以内の年次有給休暇 (有 無)

→ _____ days after _____ months

→ か月経過で 日

6.2 Other leave entitlements:

その他の休暇

Paid () Unpaid ()

有給 () 無給 ()

○See Articles _____ to _____, and Articles _____ to _____ of the Rules of
Employment for details.

詳細は、就業規則 第 条 ~ 第 条、第 条 ~ 第 条

7 Wage

賃金

Basic wage:

基本賃金

Monthly wage (_____ yen)

月給 (円)

Daily wage (_____ yen)

日給 () 円)

Hourly wage (_____ yen)

時間給 () 円)

● It is not required to cover all the empty spaces.

すべての欄を埋める必要はない。

(Details are as provided in the attachment.)

(詳細は別紙のとおり)

7.1 Allowance (excluding additional pay for overtime work)

諸手当 (時間外労働の割増賃金は除く)

(_____ allowance, _____ allowance, _____ allowance)

(手当、 手当、 手当)

(Details are as provided in the attachment.)

(詳細は別紙のとおり)

7.2 Additional payment rates for overtime work, work on days off, and work late at night

所定時間外、休日又は深夜労働に対して支払われる割増賃金率

7.2.1 Overtime work

所定時間外

Work outside statutory working hours () %

法定超 () %

Work outside statutory working hours exceeding 60 hrs. () %

法定60時間超 () %

Work outside prescribed working hours () %

所定超 () %

7.2.2 Work on days off:

休日

Statutory holidays () %

法定休日 () %

Non-statutory holidays () %

法定外休日 () %

7.2.3 Work late at night:

深夜 () %

7.3 Closing day of wage period:

賃金締切日

() _____ of every month, () _____ of every month

() 毎月 日、 () 毎月 日

7.4 Wage payment date:

賃金支払日

() _____ of every month, () _____ of every month
() 毎月 日、 () 毎月 日

7.5 Method of wage payment:

賃金支払方法

Cash Bank transfer
通貨払 口座振込み

7.6 Deductions from wage payment in accordance with labor-management agreement:

労使協定に基づく賃金支払時の控除

Yes No
無 有

(Details are as provided in the attachment.)

(詳細は別紙のとおり)

7.7 Wage raise:

昇給

Yes (Timing, amount, etc.) No
有 (時期、金額等) 無

7.8 Bonus:

賞与

Yes (Timing, amount, etc.) No
有 (時期、金額等) 無

7.9 Termination allowance:

退職金

Yes (Timing, amount, etc.) No
有 (時期、金額等) 無

8 Termination of Employment

退職に関する事項

8.1 Voluntary termination (Notify the president or other supervisor at least two weeks in advance)

自己都合退職の手続 (退職する2週間以上前に社長等に届けること)

8.2 Dismissal

解雇の事由及び手続

The Specified Organization may dismiss a foreigner conducting housekeeping services only when a compelling reason exists, after giving 30 days prior notice or upon paying no less than the average wage for 30 days of labor to the foreigner conducting housekeeping services.

When dismissing foreigner conducting housekeeping services for reasons attributable to him/her, the Specified Organization may do so immediately

without prior notice or payment of average wage compensation upon receiving approval from the head of the competent Labor Standards Inspection Office.

解雇は、やむを得ない事由がある場合に限り少なくとも30日前に予告をするか、又は30日分以上の平均賃金を支払って解雇する。外国人家事支援人材の責に帰すべき事由に基づいて解雇する場合には、所轄労働基準監督署長の認定を受けることにより予告も平均賃金の支払も行わず即時解雇されることもあり得る。

○ See Articles _____ to _____, and Articles _____ to _____ of the Rules of Employment for details.

詳細は、就業規則 第 条 ~ 第 条、第 条 ~ 第 条

9 Others

その他

9.1 Subscription to social insurance

社会保険の加入状況

Employee's pension insurance

厚生年金

National pension insurance

国民年金

Health insurance

健康保険

National health insurance

国民健康保険

9.2 Application of labor insurance

労働保険の適用

Employment insurance

雇用保険

Workmen's accident compensation insurance

労災保険

9.3 Medical checkup at the time of employment:

雇入れ時の健康診断

_____ (year) _____ (month)

年

月

9.4 First routine medical checkup:

初回の定期健康診断

_____ (year) _____ (month) (thereafter, every _____)

年

月

(その後 ごとに実施)

9.5 Cost burden:

費用負担

(The person who bear travel expenses and other expenses and how to share the burden, etc. shall be as follows.)

(渡航に要する費用その他の費用の負担者、負担割合等については、以下のとおりとする。)

9.5.1 Travel expense:

渡航費用

Burden ratio, etc.

負担割合等

9.5.2 Transportation cost (excluding allowance):

交通費 (手当としての支給を除く)

Settlement method, etc.

精算方法等

9.5.3 Others

その他

()

()

Signature of the Foreigner Conducting Housekeeping Services

受取人 (署名) _____

Wage payment
賃金の支払い (案)

1 Basic wage

基本賃金

 Monthly wage (_____yen)

月給 (_____円)

 Daily wage (_____yen)

日給 (_____円)

 Hourly wage (_____yen)

時間給 (_____円)

 Wage per hour (_____yen)

時間当たりの金額 (_____円)

2 Amount and method of calculation of allowances (excluding additional payment for overtime work)

諸手当の額及び計算方法 (時間外労働の割増賃金は除く)

2.1 (_____ allowance : _____yen/ Method of calculation: _____)

(_____ 手当 _____円 / 計算方法 : _____)

2.2 (_____ allowance : _____yen/ Method of calculation: _____)

(_____ 手当 _____円 / 計算方法 : _____)

2.3 (_____ allowance : _____yen/ Method of calculation: _____)

(_____ 手当 _____円 / 計算方法 : _____)

2.4 (_____ allowance : _____yen/ Method of calculation: _____)

(_____ 手当 _____円 / 計算方法 : _____)

3 Estimated monthly payment (1 +2): Approx. _____ yen (total)

1ヶ月当たりの支払い概算額 (1 + 2) 約 _____円 (合計)

4 Items to be deducted at the time of wage payment:

賃金支払時に控除する項目

(When deducting the item other than the item 4.1-4.3, the specified organization shall give justification at the time of wage payment.)

(4.1 から 4.3 まで以外を控除する場合には、給与支払時にその根拠を示すこと)

4.1 Tax: Approx. _____ yen

税金 (約 _____円)

4.2 Employment insurance premium: Approx. _____ yen

雇用保険料 (約 _____ 円)

4.3 Social insurance premium: Approx. _____ yen

社会保険料 (約 _____ 円)

4.4 Meal expenses: Approx. _____ yen

食費 (約 _____ 円)

4.5 Housing expenses: Approx. _____ yen

住居費 (約 _____ 円)

4.6 Others (Utility fees): Approx. _____ yen

その他 (水道光熱費) (約 _____ 円)

4.7 Others () Approx. _____ yen

その他 () (約 _____ 円)

●Total deductions: (Approx. _____ yen)

控除する金額の合計 (約 _____ 円)

●Take-home amount paid at the time of wage payment (provided there are no missed workdays)

Approx. _____ yen (excluding additional payment for overtime work)

賃金支払時に支給する手取り額 (欠勤等がない場合) (約 _____ 円)

(時間外労働の割増賃金は除く)

5 Others (items to be collected after the wage payment):

その他 (賃金支払後に徴収する項目)

(If there is no corresponding items, it is not required to fill in the blanks.)

(該当しない場合には記載不要)

5.1 () Approx. _____ yen

() (約 _____ 円)

5.2 () Approx. _____ yen

() (約 _____ 円)

5.3 () Approx. _____ yen

() (約 _____ 円)

●Total collections: (Approx. _____ yen)

徴収する金額の合計 (約 _____ 円)

Addendum to the Employment Contract for Project to Accept Foreigners Conducting Housekeeping
Service in National Strategic Zones

1. Contract Duration _____

2. Termination of Employment

- a. Termination by employer: The employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, when housekeeper violates customs, traditions, and laws of Japan and/or terms of this Agreement. The housekeeper shall shoulder the repatriation expenses.
- b. Termination by Employee:
 - b.1 The housekeeper may terminate this contract without serving any notice to the employer for any of the following just causes: serious insult by the employer, inhuman and unbearable treatment accorded to the housekeeper by the employer; commission of the crime/offense by the employer. Employer shall pay the repatriation expenses back to the Philippines.
 - b.2 The housekeeper may terminate this contract without just cause just by serving one (1) month advance notice to the employer. The employer upon whom no such notice was served may hold the housekeeper liable for damages. In this case, the housekeeper shall shoulder all the expenses relative to her repatriation back to her point of origin.
- c. Termination due to Illness : Either party may terminate the Contract on the ground of illness, disease or injury by the housekeeper. The employer shall shoulder the cost of repatriation.

3. Free transportation to the site of employment and in the following cases, free return transportation to the origin: a. expiration of the contract; b. termination of the contract by the employer without just cause; c. if the housekeeper is unable to continue work due to work connected of work aggravated injury on illness; and e. in such other cases when contract of employment is terminated through no fault of the housekeeper.

4. In the event of death of the housekeeper during the term of this agreement, the housekeeper remains and personal belongings shall be repatriated to the Philippines at the expense of the employer. In case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the housekeeper's next of kin and/or by the Philippine Embassy/consulate nearest the jobsite.

5. Settlement of disputes: All claims and complaints relative to the employment contract of the housekeeper shall be settled in accordance with _____. In case the housekeeper contest the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/Consulate nearest in a competent or appropriate government body in Japan or in the Philippines if permissible by Japan laws at the option of the complaining party.

6. This addendum shall be integral part of the Employment Contract which shall be in full force and effect.

Employer:

Address:

Signature

Date: _____

Housekeeper:

Address:

Signature

Date: _____