



**Philippine
Overseas
Employment
Administration**

Republic of the Philippines
Department of Labor and Employment
BFO Building, Ortigas Avenue cor. EDSA, Mandaluyong City 1501
Website: www.poea.gov.ph E-mail: info@poea.gov.ph
Hotlines: 722-1144, 722-1155



MEMORANDUM CIRCULAR NO. 07
Series of 2013

TO : ALL CONCERNED

SUBJECT : New Standard Employment Contract (SEC) for Filipino Household Service Workers (HSWs) Bound for Jordan

Pursuant to POEA Governing Board Resolution (GBR) No. 10, Series of 2012, on the adoption of the new SEC and the lifting of the temporary suspension of deployment of newly hired HSWs bound for Jordan and pursuant further to POEA Memorandum Circular No. 12, Series of 2012, on the implementing guidelines on the accreditation of principals/employers and documentation of HSWs for deployment to Jordan, all HSWs (newly-hired and vacationing workers/balik-manggagawa) bound for that country shall be required to use the new Standard Employment Contract for Non-Jordanian Domestic Workers, a copy of which is hereto attached.

All individual Employment Contracts of HSWs must be verified by the Philippine Overseas Labor Office (POLO) in Amman, Jordan in accordance with the above cited memo circular.

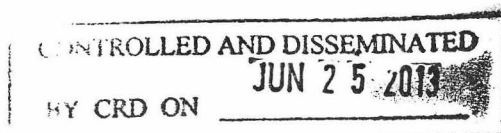
All previous issuances on the subject which are inconsistent herewith are deemed repealed and superseded.

This Memorandum Circular shall be effective fifteen (15) days after publication in a newspaper of general circulation and filing with the Office of the National Administrative Register.

For compliance.


HANS LEO J. CACDAC
Administrator

19 June 2013





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Employment Contract for Non-Jordanian Domestic Workers
Kontrata ng Empleo para sa Kasambahay na Hindi Jordanian
عقد عمل خاص بالعاملين في المنازل من غير الإردنيين

Preamble: _____

Panimula:

المقدمة:

(A) Employer (Owner of the House): _____

May-ari ng bahay

(أ) : صاحب العمل (صاحب المنزل):

Name: _____

Pangalan

الاسم :

Nationality: _____

Nasyonalidad

الجنسية

Gender: _____

Kasarian

الجنس

Identification: _____

Identipikasyon

إثبات الشخصية

National No.: _____

Numero ng Nasyonalidad

الرقم الوطني

Occupation: _____

Hanapbuhay

المهنة

Work Phone: _____

Numero ng Telepono sa trabaho

هاتف العمل



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Home Phone: _____

Numero ng Telepono sa bahay

هاتف المنزل

Work Address: _____

Adres ng Opisina

عنوان العمل

Residential Address (City): _____

Adres ng bahay (Lungsod)

عنوان السكن (المدينة)

Street: _____

Numero ng kalye:

الشارع

Office of Recruitment and Employment of Non-Jordanian Domestic Workers:

Pangalan ng Recruitment Agency sa Jordan

(ب): المكتب الخاص باستقدام واستخدام العاملين في المنازل من غير الاردنيين:

Address: _____

Adres ng Opisina

العنوان

Phone: _____

Numero ng Telepono

رقم الهاتف

Ministry of Labor License No.: _____

Numero ng Licensiya sa Ministri ng Paggawa

رقم رخصة وزارة العمل

(B) Worker: _____

Kasambahay

الفريق الثاني (العامل/العاملة):

Name: _____

Pangalan:

الاسم



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Place & Date of Birth: _____

Lugar at Petsa ng Kapanganakan

مكان وتاريخ الولادة

Gender: _____

Kasarian

الجنس

Nationality: _____

Nasyonalidad

الجنسية

Civil Status: _____

Katayuang Sibil

الحالة الاجتماعية

Passport No.: _____

Numero ng Pasaporte

رقم جواز السفر

Place & Date of Issue: _____

Lugar at Petsa ng Pag-iisyu

مكان وتاريخ الاصدار

Expiration Date: _____

May Bisa Hanggang

تاريخ الانتهاء

Address at Home Country: _____

Adres sa Filipinas

العنوان في بلده الاصلي

Phone: _____

Numero ng Telepono

رقم الهاتف

Local Worker's Agent: _____

Pangalan ng Ahensiya sa Filipinas

وكيل العامل في بلده



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Date of Contract (Day) (Month) (Year): _____

Petsa ng pagpirma sa kontrata (araw/buwan/taon)

تاريخ العقد (اليوم) (الشهر) (السنة)

Contract Term:

Tagal ng Kontrata

مدة العقد:

This contract shall be effective for two (2) years as of the date of the worker's departure from the Philippines with a monthly salary of _____ JD, payable upon the worker's reporting to the employer. Any deduction from the salary shall be only in accordance to the provisions of the law.

Ang kontratang ito ay tatagal ng dalawang (2) taon at may bisa mula sa araw ng pag-alis sa Filipinas, para magtrabaho bilang _____ na may buwanang sahod na _____ J.D. na babayaran ng "Employer" mula sa araw ng kaniyang pagganap sa tungkulin. Anumang halaga na kakaltasin sa kaniyang sahod ay dapat alinsunod sa tadhana ng batas.

تكون مدة هذا العقد لمدة سنتين ميلاديتين تبدأ اعتباراً من تاريخ مغادرة الفريق الثاني من الفلبين شريطة استصدار تصريح عمل وإذن إقامة للفريق الثاني طيلة مدة العقد, وبأجر شهري مقداره دينار أردني تستحق للعامل عند وصوله للكفيل, ولا يجوز حسم أو خصم أية مبالغ مالية من الأجر إلا وفقاً لأحكام القانون.

Whereas, the Employer desires to hire the worker in his house, of which address is above mentioned, in the capacity of domestic worker (M/F), and whereas the worker is fully willing to carry on such task, this contract was signed willingly and contently by both parties as per the following conditions:

Sapagkat, ang Employer ay nais kumuha ng "Kasambahay" na maglilingkod sa kaniyang bahay na ang address ay nabanggit sa itaas, at maglilingkod bilang isang _____.

Sapagkat, ang Kasambahay ay malaya at kusang loob na tinanggap ang trabahong ito upang maglilingkod sa kaniyang Employer na walang pasubali. Bilang patunay, ang dalawang panig ay nagkasundong pumirma sa kontratang ito batay sa sumusunod na kondisyon:

وبما أن صاحب المنزل يرغب باستخدام العامل لديه في منزله المذكور عنوانه بالمقدمة بمهنة عامل/عاملة منزل وبما أن العامل لديه الرغبة الكاملة والاستعداد التام للقيام بذلك فقد تم توقيع هذا العقد بإرادة ورضاء الفريقين ضمن الشروط التالية:

First: The preamble is an integral part hereof.

Una: Ang Panimula ay mahalagang bahagi ng kontratang ito.

أولاً: تعتبر مقدمة هذا العقد جزءاً لا يتجزأ منه وتقرأ معه كوحدة واحدة.

Second: This contract has been concluded in quadruplicates written in Arabic, English and Filipino signed by both parties, copies of which are equally acceptable and binding. In case of inconsistency, the Arabic and Filipino will be equally controlling. Provided that each party, the Ministry of Labor and the Recruitment Office shall retain a copy.



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Ikalawa: Ang kontratang ito ay may apat na kopya, na nakasulat sa wikang Arabik, Ingles, at Filipino na nilagdaan ng magkabilang panig, na ang bawat kopya ay pare-parehong katanggap-tanggap at umiiral. Kung may pagkakaiba sa nakasaad sa kontrata, and wikang nasa Arabik at Filipino ang parehong magiging batayan. Bukod sa kopya ng dalawang panig, nararapat din na may kopya ang Ministri ng Paggawa at ang Recruitment Agency sa Jordan.

ثانياً: نظم هذا العقد على اربع نسخ مكتوبة باللغة العربية و اللغة الانجليزية و اللغة الفلبينية موقعة من كلا الفريقين , تعتبر جميع النصوص بنفس الحجة القانونية , وفي حال الاختلاف في التفسير ترجح النسخة العربية و الفلبينية , وعلى ان يحتفظ كل من صاحب المنزل والعامل ووزارة العمل ومكتب الاستخدام بنسخة منه.

Third: Employer shall be hereby obliged of the following:

Ikatlo: Ang Employer ay may tungkuling tuparin ang sumusunod:

ثالثاً: يلتزم صاحب المنزل (أ) طبقاً للعقد المبرم بما يلي:

(a) At his own expense, pay the fees and costs of obtaining the work and residency permits for the worker.

a). Bayaran ang lahat ng gastusin sa pagkuha ng pahintulot na makapagtrabaho at manirahan sa kaniyang bansa ang Kasambahay.

(أ) : دفع تكاليف استصدار إذن إقامة وتصريح عمل للعامل.

(b): The Employer shall be obligated to open a bank account under the worker's name in order to deposit the respective monthly salary payable within not more than seven days from the salary due date. The passbook or the deposit coupon shall be given to the worker and remain in his/her custody. The employer shall likewise keep a copy of the deposit coupon. The employer shall also help the worker to remit his/her salary to his/her designated beneficiary in the Philippines through proper banking channels.

b). Ang Employer ay obligadong magbukas ng *account* sa bangko na nasa pangalan ng kaniyang Kasambahay at ideposito ang kaukulang buwanang sahod, na hindi maaantala nang higit sa pitong araw mula sa takdang araw ng pasahod. Ang *passbook* o *deposit slip* ay kailangan ibigay at manatili sa pag-iingat ng Kasambahay. Dapat ay may kopya rin ng *deposit slip* ang Employer. Dapat ding tulungan ng Employer ang Kasambahay sa pagpapadala ng pera para sa kamag-anak na nasa Filipinas sa pamamagitan ng lehitimong bangko.

(ب) : يلتزم صاحب المنزل فتح حساب بنكي للعامل لايداع الاجر الشهري فيه و على أن يكون موعد دفع الراتب للعامل خلال مدة أقصاها سبعة أيام من موعد استحقاق الأجر الشهري للعامل , ويحتفظ كل من العامل و صاحب المنزل على نسخة من قسيمة الايداع لاثبات دفع الأجر , و على صاحب المنزل مساعدة العامل بتحويل أمواله الى الجهة المراد التحويل اليها بالفلبين .



(c): The Employer is required to employ the worker in his permanent or temporary place of residence with his/her family, where no other parties other than the first party and his/her family member to order or instruct the worker.

c). Magtatrabaho lamang ang Kasambahay sa sariling bahay ng Employer, permanente man o pansamantala, kasama ang pamilya ng Employer at wala ng iba pa. Siya lamang at ang kaniyang pamilya ang may karapatang mag-utos sa Kasambahay.

(ج) : يلتزم صاحب المنزل باستخدام العامل في مكان إقامته المعتاد أو المؤقت مع أسرته ولا يحق لأي شخص غير صاحب المنزل وأفراد أسرته إصدار أوامر العمل للعامل.

(d): The Employer is obligated to treat the worker with respect, and to provide all requirements and conditions of appropriate working environment, as well as providing the workers with all essential necessities such as clothing, food and drinks, properly ventilated and illuminated room, comfort and sleeping means, in addition to respecting his/her right of privacy in consistency with the traditions and customs in Jordan.

d). Obligadong ituring ng Employer ang Kasambahay nang may paggalang, at ibigay ang lahat ng pangangailangan at kondisyong angkop sa lugar na pinagtatrabahuhan, gayundin ang pangunahing pangangailangan gaya ng damit, pagkain at inumin, maaliwalas na silid at komportableng tulugan. Bukod dito, igagalang ang karapatang pribado na alinsunod sa tradisyon at kaugalian ng Jordan.

(د) : الالتزام بمعاملة العامل باحترام وتوفير جميع متطلبات العمل اللائق وشروطه وتأمين جميع احتياجاته من ملابس ومأكل ومشرب وغرفة حسنة الإضاءة والتهوية ووسائل النوم والراحة وحقه بالخصوصية بما لا يتعارض مع العادات والتقاليد في الأردن.

(e): The Employer, at his/her own expense, shall allow the worker to Tele-communicate with his/her family once a month, while the worker shall be entitled to make a second call during the month at his/her own expense.

e). Papayagan ng Employer ang Kasambahay na tumawag sa pamilya nito na nasa Filipinas isang beses kada buwan. Ang pagtawag na ito ay sagot ng Employer, pero ang mga susunod na tawag sa loob ng buwan na iyon ay babayaran na ng Kasambahay.

(ه) : الالتزام بتمكين العامل بالاتصال بأهله في الخارج هاتفياً وعلى نفقة صاحب المنزل مرة واحدة في الشهر وللعامل الحق في مكالمات إضافية على نفقته الخاصة وكذلك الحق في المراسلات الخاصة.

(f): When traveling abroad, the first party shall not coerce the worker to come along unless with the approval of the same, and upon notification of the workers' respective embassy.

f). Kung maglalakbay sa labas ng bansa ang Employer, hindi dapat piliting isama ang Kasambahay hangga't walang pahintulot at pagbibigay-alam sa Embahada ng Filipinas.

(و) : عدم اصطحاب العامل عند انتقال صاحب المنزل أو أسرته إلى دولة أخرى للإقامة المؤقتة إلا بموافقة العامل وبعد إعلام سفارة دولته.



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(g): The employer, at his/her own expense, shall provide the worker with plane tickets for expatriation to Jordan, and repatriation upon the expiration of the workers' contract period of two years.

g). Ang Employer ang gagastos sa pamasaha sa eroplano ng Kasambahay papunta sa Jordan at pauwi ng Filipinas pagkaraan ng dalawang taong kontrata.

(ز) : تأمين تذكرة سفر العامل على نفقة صاحب المنزل من بلده الاصلي الى المملكة وكذلك تذكرة السفر للعودة الى بلده الاصلي في حال اتم العامل مدة عمل سنتان.

(h): Allow the worker freedom of worship, without prejudice to the customs, traditions, and public morals and law of Jordan.

h). Bigyan ng kalayaan ang Kasambahay sa kaniyang pagsamba, na naaayon sa kaugalian, tradisyon, publikong moral, at batas ng Jordan.

(ح) : السماح للعامل بممارسة شعائره الدينية بما لا يتعارض مع العادات والتقاليد والنظام العام والاداب في المملكة.

(i): Allow the worker to maintain his/her passport, as well as any other private documents.

i) Hayaan ang Kasambahay na magpanatili/magtago ng kaniyang pasaporte at iba pang pribadong dokumento.

(ط) : السماح للعامل بالاحتفاظ بجواز سفره وأية اوراق شخصية تعود له.

(j): The employer shall be obliged to obtain a medical, life, accident and repatriation insurance for the worker by an insurer duly licensed by the concerned official authorities.

j). Obligado ang Employer na kumuha ng seguro sa pagpapagamot, buhay, aksidente at repatriasyon (*medical, life, accident and repatriation insurance*) para sa Kasambahay. Ang nasabing *insurance* ay lisensiyado ng awtorisadong opisyal.

(ي) : الالتزام بإصدار بوليصة تأمين على الحياة و تسفير الجثمان و ضد الحوادث لصالح العامل لدى شركة تأمين مرخصة من الجهات الرسمية.

(k): The employer shall be obliged to grant the worker an annual leave of (14) days, and may be postponed to the end of the worker's service. If worker did not avail of his/her vacation leave, the employer shall pay the monetary equivalent at the end of the two year period.

k). Obligado ang Employer na bigyan ng taunang *leave* na labing-apat (14) na araw, na maaring hindi gamitin ng Kasambahay hanggang sa katapusan ng kaniyang kontrata. Kung hindi gagamitin ng Kasambahay ang nasabing *leave*, maaari niyang kunin ang katumbas na halaga pagkaraan ng dalawang taong kontrata.

(ك) : يلتزم صاحب المنزل بمنح العامل إجازة سنوية (14) يوماً في السنة ويجوز تأجيلها إلى نهاية خدمة العامل, و في حال عدم مطابفة العامل لإجازته السنوية فعلى صاحب المنزل دفع المبلغ النقدي المعادل في نهاية عقد السنتين.



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(I): The employer must be responsible to allow the worker to leave Jordan in the event of war, civil disturbance or major natural calamity before the expiration of the worker's employment contract. The insurance company will be responsible for the cost of repatriation.

I). Pananagutan ng Employer na payagan ang kaniyang Kasambahay na umalis ng Jordan bago matapos ang kontrata, sakaling may giyera, kaguluhang sibil o malawakang kalamidad. Ang *insurance* ang magbabayad sa gastos ng Kasambahay sa pag-uwi sa Filipinas.

(ل) : يلتزم صاحب المنزل بمسؤولية السماح للعامل الخروج من الأردن في حال الثورات , الحروب أو الكوارث الطبيعية قبل انتهاء مدة العقد و تتحمل شركة التأمين تكاليف التفسير .

Fourth: The worker shall be hereby obliged with the following:

Ikaapat: Ang Kasambahay ay obligadong gampanan ang sumusunod:

رابعاً : يلتزم العامل بما يلي:

(a): To perform his/her work diligently and faithfully.

a) Maging masipag sa trabaho.

(أ) : القيام بالعمل المنزلي بكل أمانة وإخلاص.

(b): To respect the privacy of the home and to take care of the owners' belongings and contents of the house.

b). Igalang ang pagiging pribado ng tahanan at pangalagaan ang lahat ng mga gamit at kasangkapan ng bahay.

(ب) : احترام خصوصية المنزل الذي يعمل به والمحافظة على ممتلكات صاحب المنزل ومحتويات المنزل.

(c): To maintain privacy and confidentiality of any secrets he/she becomes aware of.

c). Panatilihin ang pagiging kompidensiyal ng anumang lihim ng pamilya na kaniyang natuklasan.

(ج) : عدم إفشاء الاسرار التي يطلع عليها.

(d): To indemnify the employer against any loss or damages to any equipments or belongings in the worker's custody, provided that such damage or loss is caused by the worker's gross negligence or deliberate act to cause damage or non-compliance to the owner's instructions, while such compensation shall not exceed five days' wage in total.

d). Bayaran ang Employer sa anumang nawala o nasirang kasangkapan o gamit na nasa sa pangangalaga ng Kasambahay, kung ang pagkawala o pagkasira ay dulot ng kapabayaang, sinadya o hindi sumunod sa tamang paggamit. Ang nasabing danyos ay hindi dapat lalagpas sa katumbas na limang araw na sahod ng Kasambahay.

(د) : تعويض صاحب المنزل عن فقد أو إتلاف اية ادوات او منتجات يملكها وكانت في عهدة العامل وكان ذلك بخطأ ناشئ عنه و / أو مخالفته لتعليمات صاحب المنزل ويكون هذا التعويض بما لا يزيد عن اجر خمس ايام من الشهر.



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(e) To compensate the employer of all financial liabilities imposed hereunder as well as the cost of repatriation in case the worker leaves the employer's house and refuse to work, provided that such departure has not been compelled by the employer.

e). Bayaran ang Employer sa lahat ng gastusing nakasaad dito, pati ang gastos sa pag-uwi ng Filipinas kung ang Kasambahay ay umalis sa Employer at ayaw ng magtrabaho, sa pasubaling hindi pinilit ng Employer ang pag-alis ng Kasambahay.

(ه) : يتحمل العامل تعويض صاحب المنزل عن كافة الالتزامات المالية المترتبة بموجب هذا العقد وكذلك تكلفة العودة الى بلده في حال هروبه من المنزل دون أن يكون صاحب المنزل متسبباً في ذلك.

(f): To respect and comply with all laws and regulations of Jordan and directives issued by virtue thereof.

f). Igalang at sumunod sa lahat ng batas at alituntunin ng Jordan at sa kautusang nakasaad dito.

(ز) : الالتزام باحترام القوانين والانظمة والتعليمات الصادرة بموجبهما وعدم مخالفتها.

Fifth: The employer have agreed that the worker's working hours shall not exceed ten hours daily, counting out any food or rest breaks.

Ikalima: Ang Employer ay sumang-ayon na ang oras ng paglilingkod ng Kasambahay ay hindi lalagpas ng sampung oras (10) bawat araw, hindi kabilang ang oras sa pagkain at pahinga.

خامساً: اتفق الفريقان على ان مجموع ساعات عمل العامل لا تزيد فعلياً عن عشر ساعات في اليوم الواحد ولا يحتسب منها الاوقات التي يقضيها العامل دون عمل او للراحة او تناول الطعام.

Sixth: The employer and worker have agreed that the daily working schedule shall be determined exclusively and solely by the Employer, taking into account that sufficient sleeping hours for the worker shall not be less than eight uninterrupted hours daily.

Ikaanim: Ang Employer at Kasambahay ay nagkasundo na ang pang-araw-araw na gawain ay itatakda lamang ng Employer, na may pasubali na may sapat na tulog ang Kasambahay na hindi kulang sa walong (8) oras araw-araw nang hindi nagagambala.

سادساً: اتفق الفريقان على أن تنظيم ساعات العمل اليومي هو حق منفرد يتمتع به صاحب المنزل (أ) وحده مع صاحب المنزل بمنح العامل الفترة الكافية من ساعات النوم خلال اليوم الواحد بما لا يقل عن ثماني ساعات متصلة يومياً.

Seventh: The parties have agreed that the worker shall be entitled of a weekly day off as may be agreed among them. In case the worker was required to work on the determined day off, the Employer shall be obliged to make up for such day with another day as may be agreed upon.

Ikapito: Ang magkabilang panig ay nagkasundo na ang Kasambahay ay may lingguhang araw ng pahinga (day off) na naaayon sa kanilang napagkasunduan. Kung sakaling ang Kasambahay ay pinagtrabaho sa napagkasunduang araw, obligado ang Employer na payagan sa ibang araw na kanilang pagkakasunduan.

سابعاً: اتفق الفريقان على منح العامل يوم عطلة اسبوعية يتم الاتفاق عليها بينهما وفي حال العمل في يوم عطلة اسبوعية يلتزم صاحب المنزل بتعويضه بيوم اخر يتم الاتفاق عليه بينهما.



Eighth: The parties have agreed that the worker shall be entitled of a fully-waged sick leave for (14) days annually.

Ikawalo: Ang magkabilang panig ay nagkasundo na ang Kasambahay ay may labing-apat (14) na araw na *sick leave* bawat taon na babayaran ng Employer.

ثامناً: اتفق الفريقان على منح العامل اجازة مرضية مدفوعة الاجر مدتها اربعة عشر يوماً خلال السنة.

Ninth: The worker shall have the right, after exhausting all amicable means by the Ministry of Labor and official I authorities and the Philippine Embassy, to terminate the contract in case of the employer's breach of his/her obligations hereunder, provided that such breach is not caused by the worker, while the Employer shall assumes full civil and penal liability of such breach.

Ikasiyam: Ang Kasambahay ay may karapatan, matapos ang lahat ng pagdinig ng Ministri ng Paggawa, mga awtoridad ng batas, at ng Embahada ng Filipinas, na ipawalang-bisa ang kontratang ito dahil sa paglabag na hindi dulot ng Kasambahay, gayunman ang Employer ang mananagot.

تاسعاً: للعامل وبعد استنفاد كافة الطرق الودية من قبل وزارة العمل والجهات المسؤولة الحق بفسخ العقد إذا لم يقم صاحب المنزل بتنفيذ ما التزم به في هذا العقد ما لم يكن العامل متسبباً في ذلك ويتحمل صاحب المنزل كامل المسؤولية المدنية والجزائية الناتج عن إخلاله ببنود العقد.

9.1 The Employer shall terminate this contract in the following cases:

(9.1) Maaaring tapusin ng Employer ang Kontratang ito batay sa sumusunod:

9-1: لصاحب المنزل الحق في انهاء العقد في الحالات التالية:

a) Serious misconduct or willful disobedience by the worker of the lawful orders of the employer or a member of his/her family.

a). Masamang ugali at asal o tahasang hindi pagsunod ng Kasambahay sa mga ipinag-uutos ng Employer at ng kaniyang pamilya na ayon naman sa batas.

أ- الأعمال الغير الشرعية من قبل العاملة ورفضها للعمل و تلقي التعليمات من دون سبب من قبل صاحب المنزل أو أي فرد من أفراد الأسرة أو رفض العاملة لطلبات صاحب المنزل الشرعية .

b) Violation of the Jordan laws and regulations.

b). Paglabag sa batas at alituntunin ng Jordan.

. خرقها لقوانين و أنظمة دولة الأردن .

In such cases, the worker shall pay the repatriation expenses.

Sa mga ganitong pangyayari, ang Kasambahay ang gagastos sa kanyang pag-uwi sa Filipinas.

-في هذه الحالات يتحمل العامل تكاليف تسفيره .



9.2 The Worker shall terminate the contract in the following cases:

(9.2) Maaaring tapusin ng Kasambahay ang kontratang ito batay sa sumusunod:

2-9 : فسخ العقد من قبل العاملة :

a) The worker may terminate the contract without cause by serving a written notice to the employer at least one month in advance.

a). Maaaring tapusin ng Kasambahay ang kontrata kahit walang dahilan, sa pasubaling ipapabatid niya sa pamamagitan ng pagliham sa kaniyang Employer, isang buwan bago ang takdang pagbibitiw. أ - يمكن للعاملة فسخ العقد شريطة اعلام صاحب المنزل خطيا بفترة شهر قبل الفسخ و بذلك يتحمل العامل تكاليف تسفيره .

The worker shall shoulder the cost of his/her repatriation.

Ang Kasambahay ang gagastos sa kaniyang pag-uwi sa Filipinas.

ب - في حال تعرض العامل للاساءة أو الضرب أو التحرش الجنسي من قبل صاحب المنزل أو أحد أفراد أسرته و ذلك بعد الحصول على الاثبات بالتقارير الطبية أو القضائية أو من وزارة العمل .

b). If the Worker is maltreated, assaulted or sexually harassed by the employer or any member of his/her family, after such has been proved pursuant to a medical report made by a forensic doctor or investigation records provided by the Judicial Police or the Ministry of Labor.

b). Kung ang Kasambahay ay minaltrato, binugbog, o nakaranas ng kahalayan sa kaniyang Employer o sinumang kapamilya nito, pagkaraang mapatunayan sa ulat at pagsusuri ng kinikilalang doktor sa forensic o ulat ng pagsusuri ng hudisyal na pulis o Ministri ng Paggawa.

ج - في حال توظيف صاحب المنزل للعامل بمكان أو عمل اخر لم يكن متفقاً عليه أو بدون موافقة العامل .

c). If the Employer employs the Workers under a capacity other than that under which he/she had recruited him/her without his/her consent.

c). Kung pinagtrabaho ng Employer ang Kasambahay sa iba na wala siyang pagsang-ayon.

د - في حال عدم دفع صاحب المنزل راتب العامل الشهري لمدة 3 أشهر أو خصم رواتب غير مصرح به .

d) If the Employer does not pay the monthly wages for three months, or commits unauthorized salary deduction.

d). Kung ang Employer ay hindi nagbabayad ng suweldo sa loob ng tatlong buwan o binawasan ang kaniyang suweldo na hindi alinsunod sa batas.

و بذلك يتحمل صاحب المنزل ارجاع و تسفير العامل الى بلده و نفقات تذكرة الطيران

In such cases, the Employer is obliged to return the second party to his/her country and shall pay the cost of the travel ticket.

Sa ganitong pangyayari, ang Employer ay obligadong pauwiin ang Kasambahay sa Filipinas at bayaran ang halaga ng pamasaha.



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(9.3) Either party may terminate this contract on the ground of illness, disease or injury suffered by the Worker, where the latter's continued employment is prohibited by law or is prejudicial to his/her health as well as to the health of the employer and his/her household, as evidenced with a medical report issued by official authorities, the repatriation expenses shall be shouldered by the employer.

(9.3). Maaring tapusin ng sinuman sa magkabilang panig ang kontratang ito dahil sa sakit, pagkakasakit o pagkakasugat ng Kasambahay, na ang patuloy na pagtatrabaho ng huli ay ipinagbabawal ng batas o makaaapekto sa kaniyang kalusugan at kalusugan ng kaniyang Employer at ng pamilya nito, na pinatunayan ng ulat medikal na inilabas ng awtorisadong opisyal. Ang gastos sa pagpapauwi ay babayaran ng kaniyang ahensiya o ng Employer.

9-3 : يحق لأي طرف من الطرفين فسخ العقد في حال المرض أو الإصابة في العمل من قبل العامل حيث يكون مخالفا للقوانين و خوفا على صحة العامل أو صاحب المنزل أو أفراد أسرته , على أن يتم تأمين تقرير طبي من الجهات المسؤولة حيث يتحمل المكتب تكاليف التسفير .

Tenth: Within the 1st 3 months of the employment, the Office (b/Employer) shall solely bear all costs, should the worker appear to have any contagious or dangerous diseases, or to be physically unfit for the job, or in case of female worker to be pregnant. In such case, the Office shall solely bear any recruitment costs incurred by the employer, as well as repatriations costs and any fees associated therewith.

Ikasampu: Sa loob ng unang tatlong buwan ng paninilbihan, ang tanggapan (b/Employer) ang sasagot sa lahat ng gastusin kung ang Kasambahay ay may nakahahawa o mapanganib na sakit, o hindi kaya ng kalusugan ang trabaho, at kung ang babaeng Kasambahay ay buntis. Sa ganitong pangyayari, ang ahensiya ang mananagot sa lahat ng ginastos ng Employer, gayundin ang gastos sa pagpapauwi ng Kasambahay at anumang kaakibat na bayarin.

عاشراً: يتحمل المكتب (ب / الفريق الاول) خلال أول 3 أشهر من توظيف العامل كافة التكاليف وحده اذا تبين ان الفريق الثاني مصاب بأي مرض من الامراض المعدية أو الخطرة او عدم لياقته الصحية والجسدية أو أن تكون العاملة حامل, وهو ملزم وحده بتحمل اية تكاليف انفقها صاحب المنزل لاستقدام الفريق الثاني واعادته الى بلاده و اية تكاليف انفقبت بسبب ذلك.

Eleventh: In case the worker dies, repatriation of the worker's remains and personal belongings to the Philippines will be covered by repatriation insurance. Repatriation will be undertaken as soon as legally possible and without undue delay. In case the repatriation of remains is not possible, the same may be disposed or after obtaining the approval of the worker's next of kin and the Philippine Embassy.

Ikalabing-isa: Kung sakaling bawian ng buhay ang Kasambahay, ang paghahatid ng kaniyang labi at mga gamit sa Filipinas ay saklaw ng *insurance*. Isasagawa ang paghahatid sa labi sa pinakamabilis na panahon alinsunod sa batas at walang pagkabalang. Kung sakaling hindi maiwi ang labi, ito ay ipalilibing pagkaraang sang-ayunan ng kaniyang pinakamalapit na kaanak at ng Embahada ng Filipinas.

حادي عشر: في حال وفاة العامل , فان تسفير الجثمان و الأمتعة الشخصية الى الفلبين تكون مغطاة من قبل تأمين تسفير الجثمان , و يتم التسفير بأسرع وقت قانوني ممكن بدون تأخير و في حال عدم القدرة على التسفير يتم الدفن بعد الحصول على موافقة أحد أقارب أو عائلة الميت و السفارة الفلبينية .



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Twelfth: Upon the expiration of the contract and the work term, both parties are obligated to conduct a final settlement of all labor rights between the parties, which must be signed at the Ministry, while each party shall maintain his/her proprietary copy according to the respective form.

Ikalabing-dalawa: Pagkatapos ng kontrata at ng dalawang taong napagkasunduan, ang magkabilang panig ay obligadong humarap sa Ministri ng Paggawa upang lagdaan ang pagtatapos ng kanilang karapatan sa paggawa sa bawat isa, ang bawat panig ay magpapanatili ng kanilang kopya ng nilagdaan.
ثاني عشر: يلتزم الفريقان وعند انتهاء مدة العقد والعمل بإجراء مخالصة للحقوق العمالية بين الطرفين توقع امام الوزارة ويحتفظ كل طرف بنسخة منه وفق الانموذج الخاص بذلك.

Thirteenth: In the emergence of any dispute between the parties, such dispute shall be settled amicably before Labor inspectors, within the soonest possible time, or before the committee on settlement of issues related to non-Jordanian domestic workers' employment with the participation of the Philippine Embassy/POLO. In case of inability to settle such dispute, then the same shall be referred to judicial authorities.

Ikalabing-tatlo: Kung magkaroon ng hindi pagkakaunawaan ang magkabilang panig, ang nasabing usapin ay ayusin sa harap ng *labor Inspector* sa lalong medaling panahon o sa komite sa pag-aayos ng mga usapin sa Kasambahay na hindi Jordanian, kasama ang Embahada ng Filipinas/POLO. Kung sakaling hindi maayos ang nasabing usapin, ito ay idudulog sa korte:

ثالث عشر: في حال نشؤ اي نزاع بين الفريقين فيصار الى تسوية بالطرق الودية امام مفتشي العمل بأقرب وقت ممكن او امام لجنة حل المشاكل المتعلقة باستخدام العاملين في المنازل من غير الاردنيين و بمساهمة السفارة الفلبينية/الملحقية العمالية, وإذا تعذر حل النزاع فيحال الى القضاء.

Fourteenth: This contract was concluded on the.....day of the month of..... corresponding to.....

Ikalabing-apat: Ang kontratang ito ay pinagtibay at nilagdaan ngayong ika___, buwan ng _____ taong _____ ayon sa _____.

رابع عشر: تم تنظيم هذا العقد في يوم الموافق.....

Employer
Employer
الفريق الاول (أ)

Worker
Kasambahay
الفريق الاول (ب)

Jordanian Recruitment Agency
Ahensiya
الفريق الثاني

Official Seal & Signature of the Embassy
Opisyal na Tatak at Lagda ng Embahada
ختم وتوقيع السفارة