



Philippine
Overseas
Employment
Administration

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Department of Labor and Employment
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MEMORANDUM CIRCULAR NO. 10
Series of 2015



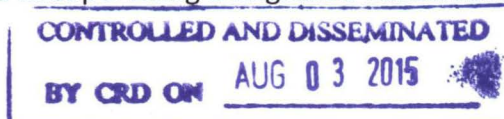
TO : ALL CONCERNED

Subject: Guidelines in the Deployment and Employment of Filipino Foreign Construction Workers (FCW) under the Foreign Construction Workers Acceptance Program (FCWAP, 1 April 2015 to 31 March 2021) of Japan

In view of the recent implementation of the Foreign Construction Worker Acceptance Program (FCWAP) of Japan, the following guidelines are hereby adopted in the deployment and employment of Filipino Foreign Construction Workers (FCW) in Japan under the said Program:

I. Definition of Terms

- a. *Construction Technical Intern Training Program (CTITP)* – refers to a technical intern training activity within the category of Technical Intern Training within the scope of occupations and works specified separately by the Ministry of Land, Infrastructure, Transport and Tourism (MLIT) upon consultation with the Ministry of Justice and Ministry of Health, Labor and Welfare (limited to cases where construction companies are the organizations implementing technical intern training).
- b. *Foreign Construction Worker (FCW)* – refers to a worker who has completed the CTITP and engaged in Designated Construction Activities as a worker employed under contract by his/her Accepting Construction Company.
- c. *Designated Construction Activity (DCA)* – refers to any of the activities that are designated by the Minister of Justice under provisions listed in the Immigration Act that are carried out by FCWs who are under employment contract with Accepting Construction Companies (ACC) and under the responsibility of their Designated Supervising Organizations (DSO).
- d. *Accepting Construction Company (ACC)* – refers to an enterprise experienced with implementing the CTITP as a program organizer with certified supervision plan for accepting Foreign Construction Workers under labor contract to employ them for Designated Construction Activities.
- e. *Designated Supervising Organization (DSO)* – refers to an organization experienced with accepting technical training interns as supervising organization and who is also involved in supervising Designated Construction Activities.



- f. *Sending Organization (SO)* – refers to an entity certified by the government institute of each country or certified in accordance with the standard set by the government of the sending country. This refers to a duly registered Philippine organization / Philippine recruitment agency licensed by the POEA to select workers, provide pre-deployment education and send Foreign Construction Workers (FCW) under the Foreign Construction Worker Acceptance Program (FCWAP) of Japan.
- g. *MLIT* – refers to the Ministry of Land, Infrastructure, Transport and Tourism.
- h. *PRA* – refers to a Philippine Recruitment Agency.
- i. *Re-enter* – to go back to the Philippines after having completed the CTITP and then re-enter Japan to work in Designated Construction Activities.

II. Roles / Duties and Responsibilities of the Participating Organizations

A. Sending Organization

1. Select appropriate FCW candidates through consultations with DSO in order to arrive at the best possible match between the FCW and the ACC, taking into consideration the requirements and conditions of each side;
2. Implement applicable legal procedures in the Philippines in the selection, documentation, preparation of the documents required for the procedures for residence and deployment of FCWs to Japan;
3. Inform prospective FCWs on the purpose and the system of the Foreign Construction Worker Acceptance Program (FCWAP), and the workers' duties and responsibilities;
4. Monitor the condition and status of their deployed FCWs, through close coordination with the Designated Supervising Organizations on the enforcement of FCW contract, and for possible counselling and welfare assistance needed by their deployed FCWs; and
5. Cooperate to solve problems, in accordance with the requests of workers and DSOs, in case of accidents, crimes, and FCW runaways. The SOs should also communicate with the FCWs onsite and their families in the Philippines.

B. Designated Supervising Organization

1. Inspect and confirm the implementation state to clarify whether the Accepting Construction Company implements Designated Construction Activities properly based on Appropriate Supervision Plan, and instruct the Accepting Construction Company on the proper implementation thereof;
2. Coordinate with Sending Organizations closely and find Accepting Construction Companies that accept workers;
3. Regular confirmation on working situation;
4. Establish consultation system to assist FCWs in need of consultations on life, work, job changing and other matters; and
5. To cooperate with the POLO-Tokyo in the resolution of welfare and labor-

related problems involving Filipino FCWs.

C. Accepting Construction Company

1. Notify DSO on the engagement of the FCW within two (2) weeks from the day the FCW started to be engaged in DCAs;
2. Notify DSO on the resignation of the FCW within two (2) weeks from the day the FCW resigned;
3. Report to the DSO in case the FCW becomes unable to conduct DCAs, and the measures to be taken;
4. Make and keep a list and work log of FCWs for three-year storage after the completion of DCAs; and
5. To cooperate with the DSO and POLO-Tokyo in the resolution of welfare and labor-related problems involving Filipino FCWs.

D. Foreign Construction Worker

1. Be engaged in Designated Construction Activities in a sincere attitude in accordance with the instructions given by the supervising instructor and daily life advisor;
2. Stay in Japan alone, and not bring over his/her family with the aim of living together;
3. Not conduct any activity that is associated with income or payment, other than the one certified in the state of residence;
4. Keep passport and carry the residence card at all times;
5. Return home after the completion of Designated Construction Activities; and
6. Effectively take advantage of the skills he/she acquired during technical intern training in the workplace and contribute to the development of the industry when he/she returns to the Philippines.

III. General Provisions on the Deployment and Employment of FCWs under the Foreign Construction Worker Acceptance Program of Japan

1. Job Categories
There are twenty-four (24) job categories and thirty-one (31) works defined under the Foreign Construction Worker Acceptance Program. (Annex A)
2. Period of Stay
 - a. When residing in Japan after completing CTITP – Two (2) years; and
 - b. For those who have returned to the Philippines after completing CTITP:
 - b.1 Two (2) years, when re-entry is within one (1) year since leaving Japan
 - b.2 Three (3) years, when re-entry is beyond one (1) year since leaving Japan
 - b.3 Maximum period of stay in Japan (as technical intern and FCW) – five (5) years

3. Job / Employment Change

In case of job / employment change, it is required that the new DSO is certified by the MLIT as DSO, and the work in which the FCW is to be engaged is the same as the name of occupation and work the worker has completed in the CTITP.

IV. Qualification Criteria / Requirements for FCWs

Filipino workers who are interested to participate in the FCWAP must comply with the following requirements:

1. must have participated in the CTITP for approximately two years; and
2. must have good conduct during the technical intern training program period.

V. Terms and Conditions of Employment

A Standard Employment Contract for FCWs (Annex B) shall be used in the processing of contracts of Filipino construction workers for employment under the Foreign Construction Worker Acceptance Program in Japan.

1. Salaries

Salaries should be same as or more than the amount paid to Japanese workers who have the same level of skills. The estimated amount of salaries for FCWs must exceed the payment of technical intern trainees considering the fact that the FCWs have already stayed and trained in Japan and they need to be treated as "experienced workers".

2. Housing

Designated Supervising Organizations and Accepting Construction Companies should secure the house of the FCWs during their stay in Japan.

- a. In case the company collects accommodation fee from the FCWs, the following shall be considered:
 - a.1 the amount of accommodation fee should not exceed the market price of the apartment or other accommodations in the neighbourhood; and
 - a.2 the company needs to fully explain the breakdown / itemized amount of the accommodation fee.
- b. In case the company lends a single-family house to more than one FCWs on shared accommodation arrangement, the accommodation fee per person should not exceed the prescribed accommodation fee divided by the number of the people staying in the house.
- c. It is necessary to make the arrangement in advance on the amount each FCW will pay regarding the housing expenses up to the time the

FCW returns home. Said expenses include repair / restoration costs in case of damage/s to the property during the FCWs' occupancy of the house.

- d. Electricity / gas / water and other bills should not exceed the amount the FCW used.

3. Insurance

FCWs shall take out the following insurance:

- a. workers' accident compensation insurance for accident at work and on their way to work, chargeable to the employer;
- b. health insurance; and
- c. social insurance:
 - c.1 employees pension insurance for injury and disease in daily life, disability compensation, and bereaved family compensation; and
 - c.2 unemployment insurance

Cost of health and social insurance shall be equally co-shared by the employer and the worker.

VI. Prohibition on Collection of Fees

- a. Collection of **deposits** from FCWs themselves or from their families is prohibited under the Foreign Construction Worker Acceptance Program.
- b. Collection of **placement fees** from the workers by SDOs for placement of FCWs is likewise prohibited.
- c. Sending organizations shall not collect from FCWs **administrative fees** to recover the cost of dispatch of FCWs. Such cost shall be charged to DSOs.
- d. No fee of any kind or form shall be collected, directly or indirectly, from the workers for their selection and placement under the FCWAP of Japan.
- e. No deductions shall be made on the worker's salaries/wages for any purpose except those prescribed and allowed by the government of Japan.

VII. Application for Certificate of Eligibility for FCWs

- a. Construction workers for employment under the Foreign Construction Worker Acceptance Program shall be issued *Construction Worker* visa category.
- b. DSOs that intend to accept FCWs who had returned to the Philippines after completing the CTITP shall take the procedures to apply for COE for the Status of Residence.
- c. Technical interns who wish to be FCWs and who wish to continue to stay in Japan after completing the CTITP, and FCWs who transfer or change ACC must immediately go through the application procedure for the permission of Status of Residence change for the issuance of new residence card.
- d. Those who wish to extend their Status of Residence must go through the procedures for the application for the permission of extension of residence.

The application period is from approximately three (3) months before the expiration of the term of residence to the day of expiration of the term of residence.

VIII. Registration of Designated Supervising Organizations (DSOs) at the POEA

Designated Supervising Organizations (DSOs) and Accepting Construction Companies (ACCs) who are already registered with the POEA under the JITCO Industrial Training and Technical Internship Program shall register anew with the POEA under the new Foreign Construction Worker Acceptance Program (FCWAP).

Requirements for registration shall be the following:

- a. Certificate of Accreditation by the POLO; and
- b. Copies of the documentary requirements verified and approved by the POLO in the grant of POLO accreditation:
 - b.1 Special Power of Attorney issued by the DSO to the PRA, or Recruitment Agreement between the DSO and the PRA;
 - b.2 Job order indicating the positions, number of positions to be filled up and salary per position, signed by duly authorized company representative/s;
 - b.3 Commercial registration and business license of the DSO;
 - b.4 Certification from the Ministry of Land, Infrastructure, Transport and Tourism (MLIT) of the DSO;
 - b.5 Certification of Appropriate Supervision Plan of the ACC by the MLIT; and
 - b.6 Master Employment Contract between the ACC and the worker

IX. Approval of Additional Job Order

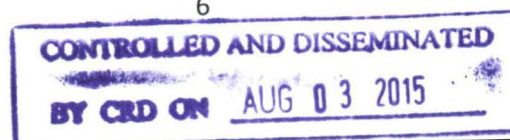
Additional job order for FCWs shall be approved upon presentation of the following documents:

- a. request from the DSO, as per request of the ACC; and
- b. additional Job order indicating the positions, number of positions, and salary per position

X. Validity of Registration

The registration of the DSO shall be for a maximum period of four (4) years, unless sooner revoked or cancelled by the POEA on any of the following grounds:

- a. expiration of the DSO's business license;
- b. upon written mutual agreement by the parties to pre-terminate their agreement;
- c. false documentation or misrepresentation in connection with the application for registration;
- d. final judgment in a disciplinary action against the DSO, or



- e. cancellation of license of the SO / PRA.

XI. Dual Registration

A Designated Supervising Organization may be registered to a maximum of two (2) PRAs subject to the following conditions:

- a. a uniform, if not upgraded compensation package, shall be adopted by the DSO and the PRA through which it is seeking dual accreditation; and
- b. the DSO has a job order of at least 50 construction workers duly verified and recommended for approval by the POLO, or
- c. the DSO must have hired at least fifty (50) workers within a period of one (1) year immediately preceding the request for dual registration.

XII. Issuance of Overseas Employment Certificate (OEC)

Pursuant to POEA Memorandum Circular No. 5, series of 2015 dated 17 April 2015, on the mandatory enrolment in the POEA e-Payment System, processing and issuance of overseas exit clearance to FCWs shall be through the e-Sub and e-Payment system.

XIII. Fees and Expenses.

The following is a schedule of fees/expenses to be respectively paid by:

A. DSO / PRA

1. Service fee to the PRA : open
2. POEA Processing Fee : Php200
3. OWWA Contribution : USD25 or Peso equivalent
4. Visa Fee
5. Final Medical Examination (if required)
6. Airfare to and from the jobsite
7. Compulsory Insurance Coverage for OFWs (USD72 per year of contract)

B. Worker

1. Passport
2. Clearances (Barangay / NBI)
3. Preliminary medical examination
4. Philhealth Membership : Php 2,400 / year of contract
5. Pag-Ibig Membership : Php 100 (minimum)

XIV. Change of Job / Transfer of Employment

Job change / transfer of employment at the jobsite shall be covered by the following:

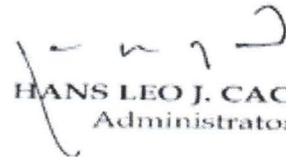
- a. PRAs whose deployed Technical Interns opt to take up employment under the FCWAP immediately after their internship without returning home shall

report such change of job / transfer of employment to the POLO and the POEA.

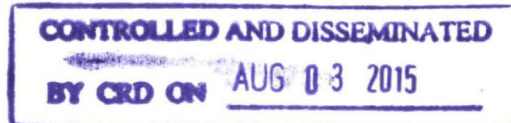
For this purpose, the POLO shall maintain a list of DSOs which have no record of POLO accreditation who hired workers under such condition and report to the POEA.

- b. PRAs whose accredited DSOs have hired technical interns who opt to take up employment under the FCWAP immediately after their internship without returning home shall report such hiring to the POLO and the POEA.

These Guidelines shall take effect immediately and shall be published in a newspaper of general circulation and filed with the Office of the National Administrative Register.


HANS LEO J. CACDAC
Administrator

31 July 2015
POEA/PSO



Designated Construction Activities

Job Category	Work / Job Description
Well drilling	Percussion drilling work Rotary drilling work
Panel beating	Duct panel beating work
Refrigeration and air conditioning equipment installation	Refrigeration and air conditioning equipment installation work
Fitting manufacturing	Wooden fittings manufacturing work
Carpentry	Carpentry Work
Concrete Forming	Concrete forming work
Steel Reinforcement	Steel reinforcement work
Scaffolding	Scaffolding work
Masonry	Masonry Work Paving work
Tiling	Tiling work
Roofing	Roofing work
Plastering	Plastering work
Plumbing	Building Plumbing Work Industrial Plant Plumbing Work
Heat Insulation	Insulation Maintenance work
Interior finishing	Plastic flooring installation work Carpet installation work Steel substrate work Board wall installation work Curtain installation work
Window frame	Building window frame installation work
Waterproofing	Ceiling waterproofing work
Concrete pumping	Concrete pumping work
Well point installation	Well point installation work
Surface finishing	Wall surface finishing work
Construction machine operation	Dozing and levelling work Loading work Excavating operation work Hardening work
Ironwork (only if the construction company is the internship training implementation organization)	Structural ironwork
Painting (only if the construction company is the internship training implementation organization)	Building painting work Steel bridge painting
Welding (only if the construction company is the internship training implementation)	Hand welding work Semi-auto work

CONTROLLED AND DISSEMINATED

BY CRD ON AUG 03 2015

Employment Contract for Designated Construction Activity 建設特定活動のための雇用契約書

The company accepting foreign workers in the designated construction activity _____ (hereinafter "Accepting Construction Company") and the foreign construction worker (or its candidate) _____ (hereinafter "Foreign Construction Worker") agree to enter into this Employment Contract under the terms and conditions prescribed in the separate Employment Terms and Conditions for Designated Construction Activity.

受入建設企業名 _____ (以下「甲」という。) と外国人建設就労者 (候補者を含む。) _____ (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 Foreign Construction Worker enters Japan under the "Designated activities" status of residence and commences activities toward acquiring skills 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、同在留資格の技能等を修得する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 Foreign Construction Worker's actual date of entry into Japan is different from his/her scheduled date of entry, the employment period specified in the Employment Terms and Conditions for Designated Construction Activity (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 Foreign Construction Worker loses his/her status of residence, this Employment Contract shall be terminated at that point.

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する。

In witness whereof, the parties hereto have executed this Employment Contract and the Employment Terms and Conditions for Designated Construction Activity 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

Accepting Construction Company: _____ (seal)

甲 _____ 印

[Name of accepting construction company,
name and title of representative, seal]

(受入建設企業名・代表者役職名・氏名・捺印)

Foreign Construction Worker:

乙 _____

(Signature of foreign construction
worker)

(外国人建設就労者の署名)

Employment Terms and Conditions for Designated Construction Activity

English format

雇用条件書

英語版 様式

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

股 份 有 限 公 司
 Accepting construction company
 受入建設企業名

Address _____
 所在地

Telephone number _____
 電話番号

Name and title of representative _____ Seal
 代表者 職 氏名 印

I. Employment Contract Period

雇用契約期間

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

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 accepting construction company has changed for financial reasons or cannot renew the contract due to a downturn in business performance.)

(更新の判断基準：経営難により受入建設企業を変更する等、会社の経営状況が著しく悪化した場合には、契約を更新しない場合がある。)

II. Place of Employment

就業の場所

III. Expected Duties

従事すべき業務の内容

IV. Working Hours, etc.

労働時間等

1. Starting and ending times

始業・終業の時刻等

Scheduled working hours per day: _____ hrs. _____ mins.

1日の所定労働時間数 時間 分

(1) Starting time (_____ : _____)

Ending time (_____ : _____)

始業 (時 分)

終業 (時 分)

(2) 【Applicable systems】

【次の制度が労働者に適用される場合】

Irregular labor system: Irregular labor system in (_____) units

変形労働時間制： (_____) 単位の変形労働時間制

◎ If a 1-year irregular labor system is adopted, attach a copy of a yearly corporate calendar with translations in the foreign construction worker's native language and a copy of the letter of agreement concerning the irregular labor system that was submitted to the Labour Standards Inspection Office.

1年単位の変形労働時間制を採用している場合には、母国語併記の年間カレンダーの写し及び労働基準監督署へ届けた変形労働時間制に関する協定書の写しを添付する。

Shift system: Combination of the following work hours

交替制として、次の勤務時間の組み合わせによる。

Starting time (_____ : _____) Ending 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 (_____ : _____) Ending 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 (_____ : _____) Ending 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)

2. Work break: (_____) mins.

休憩時間 (_____) 分

3. Scheduled working hours per week: _____ hrs. _____ mins. (Scheduled working hours per annum: _____ hrs.)

1週間の所定労働時間数 時間 分 (年間総所定労働時間数 時間)

4. Number of working days per annum (1st year: _____ days; 2nd year: _____ days; 3rd year: _____ days)

年間総所定労働日数 (1年目 日、2年目 日、3年目 日)

5. Overtime work: Yes No

所定時間外労働の有無 有 無

See Articles _____ to _____, 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、第 _____ 条～第 _____ 条

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BY CID ON AUG 03 2015

V. 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、日本の国民の祝日、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 corporate calendar with translations in the foreign construction worker's native language)

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 _____, 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

VI. Leave

休暇

- Annual paid leave: After working consecutively for 6 months → _____ days
 年次有給休暇 6か月継続勤務した場合 → _____ 日
 Annual paid leave prior to working consecutively for 6 months (Yes No)
 継続勤務6か月以内の年次有給休暇 (有 無)
 → _____ days after _____ months
 → _____ か月経過後 _____ 日

- Other leave entitlements: Paid (_____) Unpaid (_____)

その他の休暇 有給 (_____) 無給 (_____)

See Articles _____ to _____, 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

VII. Wage

賃金

1. Basic wage: Monthly wage (_____ yen) Daily wage (_____ yen) Hourly wage (_____ yen)
 基本賃金 月給 (_____ 円) 日給 (_____ 円) 時間給 (_____ 円)
 (Details are as provided in the attachment.)
 (詳細は別紙のとおり)

2. Allowances (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)

- 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

- Overtime work: Work outside statutory working hours (_____)%
 所定時間外 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 (_____)%
- Work on days off: Statutory holidays (_____)% Non-statutory holidays (_____)%
 休日 法定休日 (_____)% 法定外休日 (_____)%
- Work late at night: (_____)%
 深夜 (_____)%

- Closing day of wage period: (_____) of every month, (_____) of every month

賃金締切日 (_____) - 毎月 _____ 日、(_____) - 毎月 _____ 日

- Wage payment date: (_____) of every month, (_____) of every month

賃金支払日 (_____) - 毎月 _____ 日、(_____) - 毎月 _____ 日

- Method of wage payment: Cash Bank transfer

賃金支払方法 通貨払 口座振込み

- Deductions from wage payment in accordance with labor-management agreement: No Yes (Details are as provided in the attachment.)

労使協定に基づく賃金支払時の控除 無 有 (詳細は別紙のとおり)

- Wage raise: Yes (Timing, amount, etc. _____), No

昇給 有 (時期、金額等 _____)、無

- Bonus: Yes (Timing, amount, etc. _____), No

賞与 有 (時期、金額等 _____)、無

- Termination allowance: Yes (Timing, amount, etc. _____), No

退職金 有 (時期、金額等 _____)、無



Ⅷ. Termination of Employment
退職に関する事項

1. Voluntary termination (Notify president, plant manager, or other superior 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・工場長等に届けること)
2. Dismissal
解雇の事由及び手続

The accepting construction company may dismiss a foreign construction worker 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 foreign construction worker.

When dismissing foreign construction worker for reasons attributable to him/her, the foreign accepting company may do so immediately without prior notice or payment of average wage compensation upon receiving approval from the head of the competent Labour Standards Inspection Office.

解雇は、やむを得ない事由がある場合にかぎり少なくとも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。外国人建設就労者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

Ⅸ. Others

その他

- Subscription to social insurance

社会保険の加入状況

(Employees' pension insurance National pension insurance Health insurance National health insurance)
(厚生年金 国民年金 健康保険 国民健康保険)

- Application of labor insurance (Employment insurance Workmen's accident compensation insurance)
労働保険の適用 (雇用保険 労災保険)

- Medical checkup at the time of employment: _____ (year) _____ (month)
雇入れ時の健康診断 年 月

- First routine medical checkup: _____ (year) _____ (month) (thereafter, every _____)
初回の定期健康診断 年 月 (その後 ごとに実施)

- Signature of foreign construction worker
受取人(署名)

CONTROLLED AND DISSEMINATED
BY CRD ON AUG-03 2015

Wage Payment
賃金の支払い

1. Basic wage: Monthly wage (yen) Daily wage (yen) Hourly wage (yen)
基本賃金 月給 (円) 日給 (円) 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)

(a) (allowance: yen / Method of calculation:)
(手当 円 / 計算方法:)
(b) (allowance: yen / Method of calculation:)
(手当 円 / 計算方法:)
(c) (allowance: yen / Method of calculation:)
(手当 円 / 計算方法:)
(d) (allowance: yen / Method of calculation:)
(手当 円 / 計算方法:)

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

1ヵ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

(a) Tax: Approx. yen (b) Employment insurance premium: Approx. yen
税金 (約 円) 雇用保険料 (約 円)
(c) Social insurance premium: Approx. yen (d) Meal expenses: yen
社会保険料 (約 円) 食費 (円)
(e) Housing expenses: yen
住居費 (円)
(f) Others (Utility fees): Approx. yen () Approx. yen
その他 (水道光熱費) (約 円) () (約 円)
() Approx. yen () Approx. yen
() (約 円) () (約 円)

Ⓢ Total deductions: Approx. yen

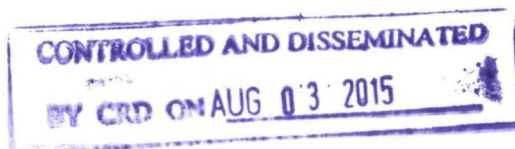
控除する金額の合計 約 円

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

賃金支払時に実際に支給する手取り額 (欠勤等がない場合)

Approx. yen (excluding additional payment for overtime work)

約 円 (時間外労働の割増賃金は除く)



**ADDENDUM TO THE EMPLOYMENT CONTRACT
DESIGNATED CONSTRUCTION/SHIPBUILDING ACTIVITY**

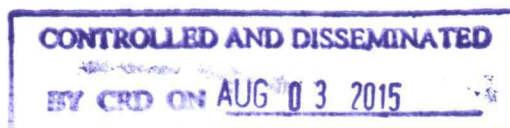
1. The employee shall stay in Japan for a maximum period of:
 [The item marked [X] is applicable under this Contract].
 Three (3) years
 One (1) year (renewable to additional two (2) years)
 One (1) year (renewable to additional one (1) year)
 Two (2) years
 _____ years

2. Terms and conditions for the employee engaged in the Designated Activity for Construction and Shipbuilding must be superior to that of the Technical Intern employed by the company. Said terms and conditions must comply with the requirements of the Ministry of Land, Infrastructure, Transport and Tourism (MLIT). There will be no increase in deductions except those items contingent to the salary.

3. Minimum salary rates and work conditions shall be in accordance with MLIT guidelines

4. 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 employee violates customs, traditions, and laws of Japan and/or terms of this Agreement. The employee shall shoulder the repatriation expenses.
 - b. Termination by Employee:
 - b.1. The employee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative; inhuman and unbearable treatment accorded to the employee by the employer or his representative; commission of crime/offense by the employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.
 - b.2. The employee may terminate this Contract without just cause by serving one (1) month advance notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In this case, the employee shall shoulder all expenses relative to his repatriation back to his point of origin.
 - c. Termination due to Illness: Either party may terminate the Contract on the ground of illness, disease or injury by the employee. The employer shall shoulder the cost of repatriation.

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



6. In the event of death of the employee during the term of this agreement, his 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 employee's next of kin and/or by the Philippine Embassy/Consulate nearest the jobsite.
7. Settlement of disputes: All claims and complaints relative to the employment contract of the employee shall be settled in accordance with Company policies, rules and regulations. In case the employee 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.
8. This Addendum shall be an integral part of the Employment Contract which shall be in full force and effect.

Employer:
Company Address:
Company Name:
Official Position:
Name:

(Signature of representative, seal)
Date:

Employee:
Employee Address:
Name:

(Signature)
Date:

