

Philippine Consulate General – Osaka
PHILIPPINE OVERSEAS LABOR OFFICE
Osaka, Japan

**CHECKLIST OF REQUIREMENTS FOR THE VERIFICATION OF
EMPLOYMENT CONTRACT AND OEC PROCESSING
(PROFESSIONAL/SKILLED WORKERS)**

CATEGORY	DOCUMENTS REQUIRED
<p>I. Returning to a previous (same) employer but there is a gap/interruption in employment service/ Returning to a previous (same) employer but to a different jobsite/country</p>	<ol style="list-style-type: none"> 1. Duly accomplished POEA Standard Employment Contract; (In cases when the Company Contract is submitted and some of the POEA-prescribed provisions are not provided, an Addendum to the Company Employment Contract containing the missing provisions, must also be submitted with signature of both parties) 2. Copy of passport of the worker with at least six (6) months validity from the date of intended departure; 3. Copy of valid and appropriate visa and/or work permit/residence card; 4. Any proof establishing previous employment with the employer who is rehiring the worker such as an employment contract, certificate of employment, valid ID or recent pay slips; 5. Copy of previously issued OEC or verified employment contract by POLO; 6. Copy of medical insurance provided to the worker; 7. Copy of valid passport/ID of the authorized signatory (member of the Board of Directors) of the company with English translation; (In cases when the authorized signatory is not listed in the company registration, an Authorization Letter signed by a member of the Board of Directors must be submitted) 8. Company Registration with English translation (for Companies) or Tax Certificate (for Sole Proprietors) with English translation; 9. Letter from the employer attesting to the transfer of jobsite of the worker; and 10. Other relevant documents as may be required.
<p>II. Changed employer onsite and had started employment with the said new employer and</p> <p>III. Without existing record/ not registered with POEA</p>	<ol style="list-style-type: none"> 1. Duly accomplished POEA Standard Employment Contract; (In cases when the Company Contract is submitted and some of the POEA-prescribed provisions are not provided, an Addendum to the Company Employment Contract containing the missing provisions, must also be submitted with signature of both parties) 2. Copy of passport of the worker with at least six (6) months validity from the date of intended departure; 3. Copy of valid and appropriate visa and/or work permit/residence card; 4. Any proof establishing previous employment with the employer who is rehiring the worker such as an employment contract, certificate of employment, valid ID or recent pay slips;

	<ol style="list-style-type: none"> 5. Sworn statement of the worker providing explanation on how he/she was hired by the current employer; 6. Copy of medical insurance provided to the worker; 7. Copy of valid passport/ID of the authorized signatory (member of the Board of Directors) of the company with English translation; (In cases when the authorized signatory is not listed in the company registration, an Authorization Letter signed by a member of the Board of Directors must be submitted) 8. Company Registration with English translation (for Companies) or Tax Certificate (for Sole Proprietors) with English translation; and 9. Other relevant documents as may be required.
--	--

REMINDERS:

1. Workers whose current employers have valid accreditation with a licensed Philippine Recruitment Agency (PRA) at the time of application, are advised to process their contract verification using this track.
2. Current employers that have already maximized the number of allowable direct hires (without PRA) are encouraged to apply for accreditation with a licensed Philippine Recruitment Agency.
3. The number of allowable direct hires as per 2016 Revised POEA Rules and Regulations Governing the Recruitment and Employment of Land Based Filipino Workers is five (5).

EMPLOYMENT CONTRACT

This Employment contract is executed and entered into by and between:

A. EMPLOYER DETAILS

Company Name :
Complete Address :
Tel. No. :

B. EMPLOYEE DETAILS

Name :
Philippine Address :
Civil Status :
Passport No. :
Date & Place of Issue :

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment/ Place of Employment **exact address:*
2. Contract Duration/ Term of Employment: _____
**commencing from the employee's departure from the point of origin to the site of employment*
**minimum of 1 year*

 The contract shall be automatically renewed
 The contract is not renewable
 Renewal of contract shall be determined by volume of work to be done at the time the term of the contract expires, employee's work record and work attitude, employee's capability, business performance of the company
3. Employee's Job Position/Title:
4. Basic Monthly Salary **excluding allowances:* _____
 - a. Bonus: () Once a year; () Twice a year
 - b. Salary Increase: Once a year
 - c. Other Allowances/Benefits:

**salary breakdown is provided separately*
5. Working Hours etc. **Maximum of 8 hours per day; 40hrs per week*
 - a. Opening Time () Closing Time ()
 - b. Rest period () minutes
 - c. Regular Working Days: _____ (Monday, Tuesday etc.)
 - d. Regular Days Off: _____ (Saturday, Sunday etc.)
6. Additional pay rate for Overtime **in accordance with Japan Labor Laws*
 - a. For work over regular working hours: 125%
 - b. For work on designated rest days & holidays: 135% to 150%
 - c. For night work: 125%

Employer Signature & Hanko

Employee Signature

7. Leave with Full Pay/Paid Leave: **in accordance with Japan Labor Laws, Employers shall grant annual paid leave of 10 working days, either consecutively or divided, to Employees who have been employed continuously for 6 months from the day of their being hired and who have reported to work on at least 80 percent of the total working days.*

- a. Vacation Leave: **indicate specific number of days* _____
- b. Sick Leave: **indicate specific number of days* _____
- c. Other Leave: _____

8 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 of illness; (d.) force of majeure; and (e.) in such other cases when contract of employment is terminated through no fault of the employee.

9. Employer shall be solely responsible for and bear the expenses of securing entry visa/or work permits of the employee including renewal thereof.

10. Subsidized Housing/Accommodation:

- Option A.** Company-owned property/dormitory
 - with monthly deduction of (JPY _____) **should not exceed JPY25,000*
 - Free of charge

- Option B.** Rented/leased property **initial set-up to be paid by the employer*
 - with monthly allowance of (JPY _____) **minimum of JPY25,000*
 - _____% of the actual rental will be deducted from the monthly salary **max of 50% or JPY25,000*
 - Free of charge

11. Utility Fees (electricity/water/gas expenses) :

- Free of charge; or Already included in the monthly rental deduction
- Actual cost to be paid directly by the worker; or Actual cost shall be deducted

12. Free emergency medical and dental services and facilities including medicine in accordance with the pertinent laws of Japan. Employer shall provide Shakai Hoken/Social Insurance: (Health Insurance; Employment Insurance; Pension Insurance; Workmen's accident/service-connected illness/injuries compensation Insurance)

13. Personal life accident insurance in accordance with host government and/ or Philippine government laws.

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

15. The employer shall assist the Employee in remitting a percentage of his salary through the proper Banking channel or other means authorized by law.

16. Termination:

- 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 and/ or terms of this Agreement. The employee shall shoulder the repatriation expenses.
- b. **Termination by Employee:** 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 the employee by the employer or his representative, commission of a crime/ offense by the employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.
 - b.1 The employee may terminate this Contract without just cause by serving one (1) month in advance notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any 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.

17. **Settlement of disputes:** All claims and complaints relative to the employment contract of the employee shall be settled in accordance with the Company policies, rules and regulations. In the case the employee contests 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 competent or appropriate government body in host country or in the Philippines if permissible by host country laws at the option of the complaining party.

18. The employee shall observe employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.

19. Applicable Law: Other terms and conditions of employment, which are consistent with the above provisions, shall be governed by the pertinent laws of Japan and Philippines

In witness thereof, we hereby sign this contract this _____ day of _____,
_____ at Manila, Philippines,

Employee
(signature over printed name)

Employer/Company Representative
(signature and hanko over printed name)

SALARY SCHEME/BREAKDOWN

NAME OF COMPANY	
POSITION/TITLE	

A. Basic Monthly Salary	: JPY
B. Approximate Deductions	
1. Income Tax	: JPY
2. Social Insurance/Shakai hoken (<i>health insurance, employment insurance, pension</i>)	: JPY
3. (Housing)	:
4.	:
5.	:
C. Total Deductions (1+2+3+4+5)	: JPY
Net pay/Take home pay (A-C)	: JPY

Other Allowances/Benefits (monthly)	
1. (Housing)	: JPY
2. Commutation/Transportation	: actual cost or JPY
3. Technical allowance (if any)	: JPY
4.	:
5.	:
6.	:
TOTAL ALLOWANCES	JPY

**this shall be part of the Master Employment Contract*

**Company hanko/seal here*

NAME OF COMPANY	:
POSITION/TITLE	:
<i>Job Description</i>	:

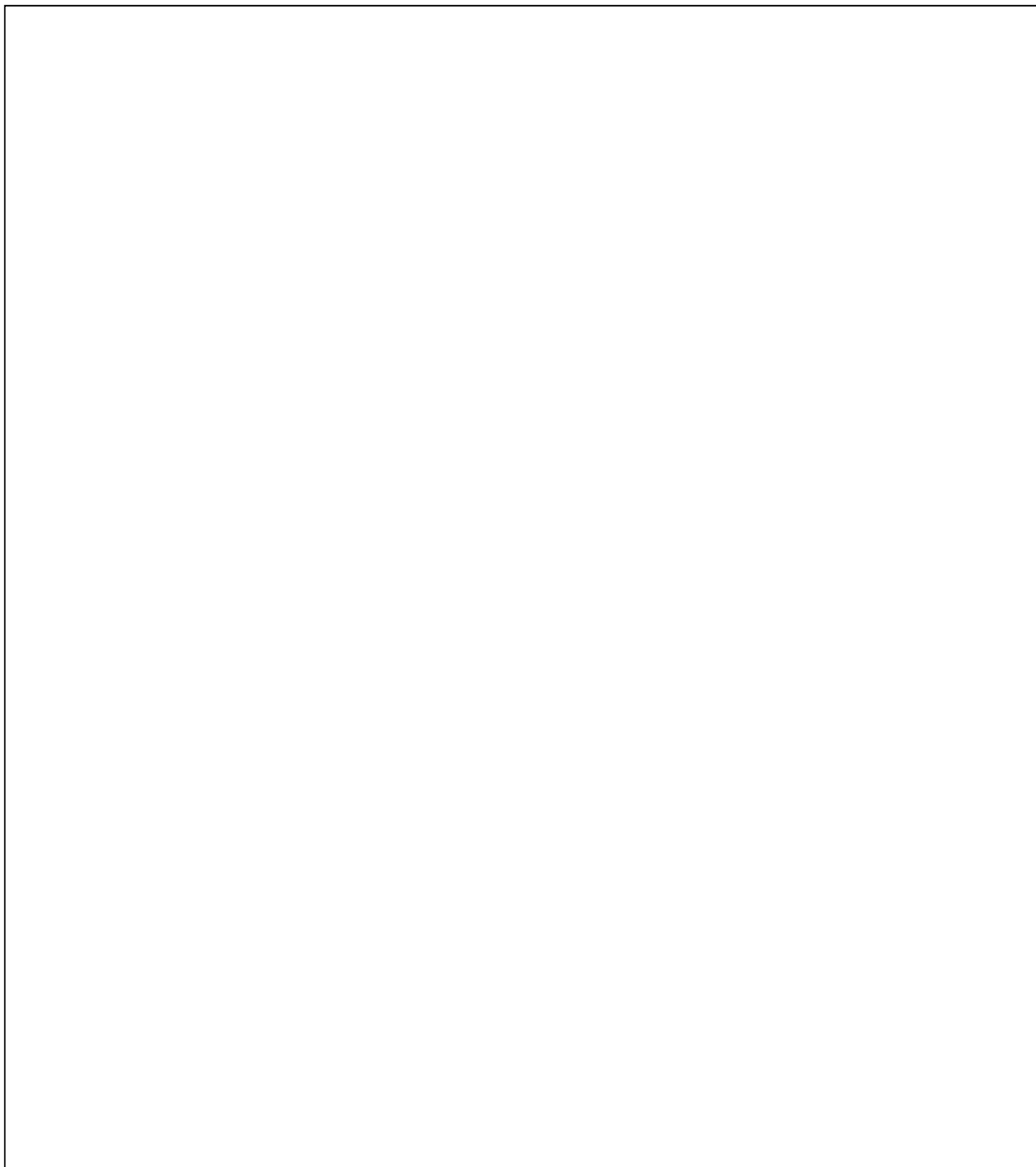
A. List of Actual Work Assignment/Responsibilities of the worker	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
B. List of Criteria/Qualifications Required by the Company for the Job Position	
1.	College Graduate/Bachelor's Degree in _____
2.	Language Proficiency: a. Japanese Language – JLPT ____ level or its equivalent b. English Language – Business level
3.	Related Experience: at least _____ year/s
4.	Others: _____
5.	Others: _____
6.	Others: _____
7.	
8.	
9.	
10.	

**Company hanko/seal here*

COMPANY PROFILE	
COMPANY NAME	
PRESIDENT/ CEO/ REPRESENTATIVE DIRECTOR	
YEAR ESTABLISHED	
ADDRESS <i>(including postal code)</i>	
TELEPHONE/FAX NO.	
WEBSITE	
REGISTERED INDUSTRY	
CLIENTS/SERVICES	<ol style="list-style-type: none"> 1. 2. 3. 4.
NUMBER OF WORKERS	<p>TOTAL: _____ <i>(regular + part-time)</i></p> <p>a. <i>Regular Workers:</i> _____ <i>(Foreign: _____)</i></p> <p>b. <i>Part-time Workers:</i> _____ <i>(Foreign: _____)</i></p> <p>c. <i>Total Foreign Workers:</i> _____</p>

**Company hanko/seal here*

ADD PICTURES (job site/work place), motto or policy, official logo here:



**Company hanko/seal here*

NOTE: use additional sheet when necessary