

[POEA MEMORANDUM CIRCULAR NO. 54, October 03, 1991]

MODIFICATION OF THE STANDARD EMPLOYMENT CONTRACT (SEC) FOR ENTERTAINERS BOUND FOR JAPAN

Further to Memorandum Circular No. 26, Series of 1991 on the Standard Employment Contract (SEC) for entertainers bound for Japan and for purposes of clarity and coherence, Provision No. 9 of the said SEC is hereby reconstructed as follows:

"9. TERMINATION:

9.1 Termination by Employer. The Employer may terminate this Contract on the ground of the Entertainer's non-compliance with the terms and conditions of this Contract. The Entertainer shall shoulder the cost of his/her repatriation back to the Philippines.

9.2 Termination by the Entertainer(s). The Entertainer may terminate this Contract without serving any notice to the Employer for any of the following just causes: (a) inhuman and/or unbearable treatment accorded the Entertainer(s) by the Employer; (b) violation by the Employer of the terms and conditions of this Contract. In these cases, the Employer shall shoulder all expenses relative to the Entertainer's repatriation back to the Philippines.

9.3 The Entertainer may terminate this Contract without just cause by serving one (1) month in advance written notice to the Employer. In this case, repatriation cost may be borne by the Employer at his discretion.

9.4. Termination due to Illness. Either party may terminate the Contract on the ground of illness, diseases or injury suffered by the Entertainer where the latter's continued employment is prohibited by law or is prejudicial to the health of all concerned. The Employer shall bear the cost of repatriation."

Appropriate correction on SEC should be adopted by all concerned.

Adopted: 3 Oct. 1991

(Sgd.) JOSE N. SARMIENTO
Administrator



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