

Appendix B
Standard Employment Contract
for Filipino Hotel Housekeeper in the State of Israel

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

A. Company: _____
Registration number: _____
Address: _____
Phone number of contact person: _____
(hereinafter referred to as "the Employer")

AND THE

B. Hotel Housekeeper
Mr./Ms. _____
Philippine Passport Number: _____
(hereinafter referred to as "the Worker")

1. EMPLOYER DECLARATIONS

The Employer declares the following:

- a. The Employer is the owner/manager of the _____
Hotel located at _____, Israel (hereinafter: "the Hotel").
- b. The Employer holds a valid permit from the Population and Immigration Authority in Israel (hereinafter: "PIBA") to employ a full time foreign hotel housekeeper in the Hotel (hereinafter: "the Employment Permit").
- c. The Employer undertakes to employ the Worker in a full time position as a Hotel Housekeeper in the Hotel, according to the conditions set out in this Standard Employment Contract and its annexes (hereinafter: "SEC"), Israeli Labor Law and as set out in the Collective Agreements and Extension Order in the hotel sector in Israel (hereinafter: "the Collective Agreements").

2. WORKER DECLARATIONS

- a. The Worker declares that he has a Philippine National Certificate Level II (NCII) certifying that he is qualified as a skilled hotel housekeeper, and is ready, willing and capable of carrying out full time hotel housekeeping duties, including following the requirements and instructions of the Employer or its representatives in the framework of the duties as set out in this SEC.
- b. The Worker declares that he is aware of his obligation to observe discipline regulations as set out in the Collective Agreement, attached herein as Annex A.

3. GENERAL PROVISIONS

- a. This contract is written in the masculine form, but applies equally to both men and women.
- b. In case of unforeseen contradiction between the conditions set out in this SEC and the provisions of relevant Israeli government decisions, Labour Law, including, among others, case-law, collective agreements and extension orders concerning employment conditions of foreign hotel housekeepers, the current Israeli Labour Law provisions shall prevail.
- c. The Parties agree to carry out their obligations under this SEC in a respectful and lawful manner in accordance with Israeli Law which prohibits inter alia, abuse and harassment. In case of violation of this section, each party may have recourse to the protections and remedies set out in Israeli Law.

4. WORKER'S DUTIES

The Worker's duties under this SEC are to carry out hotel housekeeping services efficiently in accordance with Employer's specifications without compromising quality standards, including the following:

- a. Clean and prepare rooms and surrounding areas within the Hotel ;
- b. Laundry (linens, towels and guest clothes);
- c. Observe workplace hygiene procedures;
- d. Conform to workplace safety practices;
- e. Provide effective customer service;
- f. Receive and respond to workplace communications;
- g. Work with others and in a team environment;
- h. Demonstrate positive work values;
- i. Observe prescribed housekeeping procedures;
- j. Deal with reasonable complaints and requests of guests with professionalism and patience.

In the performance of the duties of the worker, the employer shall comply with Israeli occupational safety and health standards.

5. DURATION OF EMPLOYMENT

- 1. The duration of the employment shall be as follows (hereinafter "the Contract Duration"):

A. Beginning-

- 1. If this SEC is first signed before arrival of the Hotel Housekeeper to Israel- From the date of the entry of the Worker into Israel with a valid B/1 work visa for the Hotel Sector. If the Worker does not enter Israel within forty-five (45) days after the date of signing the SEC, this SEC shall be null and void, unless the parties agree to a reasonable extension of the above period.

Or

2.If the worker is already in Israel and the worker has changed his employer after arriving in Israel or in the case of extension of this SEC- from the date of the signing of this SEC or from _____, the later of the two;

B. **Ending-** 30/06/2021 **or** in the event of extension of the contract: _____ (the later of the two).

Notwithstanding the above, any extension of the contract duration is subject to the provisions of relevant Israeli Governmental Resolutions, extension of the Employment Permit and the B/1 Visa and Work Permit and PIBA procedures.

2. The contract duration is subject to the continued validity of the Employment Permit held by the Employer and the B/1 Visa and Work Permit held by the Worker, both issued by PIBA as per PIBA procedures (hereinafter: "the Permits") and both parties agree to take all required steps to extend the duration of the permits as necessary.
3. When the contract's duration has ended and subject to the extension of the Permits as set out above, this contract shall continue to apply, provided that neither party to this contract has delivered prior notice to the other party according to Israeli Law/regulations concerning his desire to bring this contract to an end.

6. WORKPLACE

The workplace shall be the Hotel.

7. ENTITLEMENTS BASED ON SENIORITY

Without prejudice to the provisions concerning the duration of the contract as set out in Section 5 of this SEC, under the Collective Agreements, the Worker is considered a Junior Worker for the first 24 months of employment by the Employer and as a Senior Worker beginning from the 25th month of employment by the Employer and thereafter. The seniority entitles the Worker to salary benefits as set out in the Hotel Collective Agreement.

8. SALARY

- a. The Worker's monthly gross salary will be _____ (____ NIS) (which shall not be less than 5300 NIS per month which is the 2018 monthly Minimum Wage in Israel for full time employment. In the case of a change in the relevant minimum wage in the State of Israel, the above gross salary shall be revised and shall not be less than the Minimum wage in force).
- b. The worker will register his attendance, according to Employer's instructions, at the beginning and at the end of each working day. The Employer will confirm the work hours on the attendance record.

- c. The salary shall be paid by the end of the month for which it is paid and no later than the 9th day of the following month.
- d. The employer shall provide the Worker with a printed pay slip detailing the wage components as set out in the Wage Protection Law, 1958.
- e. For purposes of wage calculations and without prejudice to the Employer's obligations to employ the Worker in a full-time position:
 - 1. The daily wage will be the monthly salary divided by 22;
 - 2. The hourly wage for a junior worker will be the monthly salary divided by 182. The hourly wage for a senior worker will be the monthly salary divided by 176.
- f. Additional Payments without prejudice to contract duration as set out in Section 5:
 - 1. 1. In addition to the monthly salary, the Employer will pay the worker a cost of living allowance, under the conditions set out in the Collective Agreement.
 - 2. As of the 36th month of employment by the Employer, the Worker will be entitled to an additional payment for a seniority increment of 0.8% of the worker's monthly salary.
 - 3. Dead Sea addition – if the Hotel is located in the Dead Sea area of Israel, after employment for 24 consecutive months in the Hotel, the Worker will be entitled to an additional payment of 185 NIS per month.

9. DEDUCTIONS FROM SALARY

- a. The Employer may deduct from the gross salary set out above:
 - 1. Any obligatory deductions as per Israeli law (such as deductions for Income Tax and Social Security which shall be transferred by the Employer to the relevant Authority for the Worker);
 - 2. Permitted deductions as set out in Israeli law and regulations for accommodations and related expenses as set out in Annex B;
 - 3. Permitted deductions as set out in Israeli law and regulations for medical insurance, as set out in Annex B;
 - 4. Relevant deductions approved under the disciplinary code of the Collective Agreement as set out in Annex A;
 - 5. Any sums paid by the Employer to the Worker as advance payment of salary;

6. Any sums on account of a fixed debt owed by the Worker to the Employer, if this deduction was agreed upon by the Worker in writing in a language he understands.
- b. Permitted deductions from salary by the Employer as per Subsections (2), (3), (4) and (6) above, shall not exceed 25% of the salary on any given month.
- c. Notwithstanding with the provisions of the preceding Subsection b, in the final month of employment, the 25% limitation will not apply.
- d. The above salary shall be deposited by the Employer in the Worker's bank account opened in the Worker's name in Israel in which no third party has rights or power of attorney. After receipt of the salary deposited in his bank account, the Worker may transfer all or part of the salary abroad as he desires.

10. WORKING DAYS AND HOURS

- a. The regular working day will be as follows:
 1. For junior worker - the regular working hours of the Worker will be 8.5 hours per day (not including breaks as set hereunder) for a 5 day work week and no more than 42 hours per week or 182 hours per month.
 2. For senior worker - the regular working hours of the Worker will be up to 8 hours per day (not including breaks as set hereunder) for a 5 day work week and no more than 40 hours per week or 176 hours per month.
- b. The working day will be during one of the following shifts:
 - Evening shift – at least three of its hours are between 4:00 PM to 11:00 PM.
 - Night shift – at least two of its hours are between 11:00 PM to 6:00 AM.
 - Morning shift – a shift that isn't an evening or night shift.
- c. In case the Worker is requested to split his shift due to Employer's need, the break between the splitted shift shall not last more than 3 hours, in accordance with Work and Rest Hours Law, 1951.
- d. On the day before the Worker's weekly rest day, the working day will be 7 hours, and the Worker will be entitled to a payment for 8 working hours.
- e. On days prior to holidays (excepting Israel's Independence day), the working day will be 6 hours, and the Worker will be entitled to payment for 8 working hours.
- f. Concerning a Senior Worker –
 1. On a night shift the worker will work for 6 hours and 20 minutes, and will be paid for 8 hours. If the Worker works less than 6 hours and 20 minutes, his payment will be computed proportionally.
 2. On an evening shift the Worker will work for 7 hours and 20 minutes, and will be paid for 8 hours. If the Worker's shift is longer than 5 hours, the Worker will be entitled to a completion of 40 minutes relatively to the actual working time completed.

- g. Junior Worker –
 - 1. Working on a night shift will work for 7 hours and will be paid for 8 hours.
 - 2. On an evening shift the payment will be according to the actual working hours.
- h. The provisions set out above will not derogate from the Worker's rights under the Israeli Work and Rest Hours Law, 1951, concerning night work as defined in that law *e.g.* work done for at least 2 hours between 10:00 PM to 6:00 AM.
- i. The weekly working schedule of the Worker will be set by the Employer as is customary in the work place. The Worker will be notified about the weekly work schedule. The Worker will not have a vested right to a specific day off, except his regular weekly rest day.
- j. Notwithstanding the above, when the Employer's needs so require, the Employer is entitled to change the weekly working schedule or to decide that the worker should work on his weekly rest day, providing that the Worker will be given an alternative day off, preferably in the same week, or the following week if possible, provided that the Worker did not receive any payment for the working day mentioned above in this article.
- k. Despite the provisions set out above, if the Worker is at least 10 minutes late to his shift, he will forfeit all benefits involving evening shift on that day. If the worker is late more than twice on a given month, he will forfeit all benefits involving evening shifts in that month.
- l. In a regular work shift, the Worker shall receive a one (1) hour break on his own account for meals and/or rest. The Worker is obligated to rest according to The Hours of Work and Rest Law, 1951. The Worker may leave his work station during his break.
- m. Following is the method of deducting from the Worker's total attendance hours at the hotel, breaks that are not considered hours of work , on condition that the employer has allowed the Worker to make use of these breaks:
 - 1. Each break is equivalent to 30 minutes.
 - 2. If the Worker stayed at the hotel for a period of at least between 3.5 to 6 hours, the Employer may deduct one break of 30 minutes, provided that the Employer enabled the Worker to make use of the break.
 - 3. If the Worker stayed at the hotel for at least 6 hours, the Employer may deduct 2 breaks of 30 minutes each, provided that the Employer enabled the Worker to make use of the breaks.

11. OVERTIME

If the Worker is required by the Employer to work overtime, due to Employer's needs, the Worker is entitled to overtime payment as set out in the Israeli Work and Rest Hours Law, 1951, and as set out hereinafter:

- a. Junior workers will be entitled to overtime payments after 8.5 working hours per day as follows: for the first two (2) overtime hours, a payment of 125% of his regular hourly salary rate, for each additional working hour, a payment of 150% of the regular hourly salary rate.

- b. For Senior workers, the first 30 minutes after the working day (8 hours) will be paid at a rate of 100% of his regular hourly salary rate. Working time beyond these 30 minutes will be considered as overtime hours. The first two (2) hours of work after the 30 minutes set out above, entitle the Worker to a payment at the rate of 125% of his regular hourly salary rate. For each additional working hour, the Worker is entitled to payment at the rate of 150% of his regular hourly salary rate.
- c. A Worker working on his day off will be paid a compensation of overtime hours, *e.g.* 125% for the first 2 hours and 150% from the third hour and thereafter.
- d. Overtime work on the Worker's day off will count only if the Worker worked full time in said month.

12. WEEKLY REST DAY, HOLIDAYS AND VACATION

- a. The Worker shall be entitled to a weekly day of rest of at least 36 consecutive hours. The Worker will declare whether his rest day will be on Friday, Saturday or Sunday.
- b. The rest day will start at 5:00 PM on Friday evening or on the evening prior to the weekly rest day, based on the worker's declaration as set out in (a) above, and continue until Sunday at 5:00 AM, or until 5:00 AM on the day following the worker's above declared rest day. The Employer is entitled to change the rest day starting hour, providing that the weekly rest day will be of at least 36 hours.
- c. Employment on the Worker's rest day is prohibited except in cases in which general or specific permits for such work have been issued according to the Hours of Work and Rest Law, 1951. If the Worker works on his rest day, the Worker shall be entitled to receive a wage at a rate of 150% of his regular hourly salary rate for the regular work hours, at a rate of 175 % for his first two overtime hours, and at a rate of 200% for any additional overtime hours. In addition, the Worker shall receive from the Employer an alternate rest day as set out in the law.
- d. After 3 months of employment under this SEC, the Worker will be entitled to 9 days off with pay for Philippine Religious/national Holidays or for Israeli religious/National Holidays, as declared by the Worker, when those holidays do not fall on the weekly rest day of the worker.
- e. The Worker will be entitled to yearly paid vacation, after coordinating the dates of such with the Employer at least 14 days in advance. The number of vacation days for which the Worker is eligible in the first five years under this SEC will be 16 days (12 working days not including the weekly rest days) as set out in the Yearly Vacation Law, 1951.

13. MEDICAL INSURANCE AND SICK PAY

- a. The Employer will provide the Worker with private Medical Insurance which includes all the services set out in the Foreign Worker Ordinance (Basket of Health Services for the Employee) 2001.
- b. The Worker agrees to truthfully complete and sign any medical declaration or other forms necessary for the entry into effect or for extending the validity of the medical insurance policy.

- c. A copy of the medical insurance policy in the English language will be given by the Employer to the Worker and attached by the Employer as Annex C to this SEC, after the arrival of the Worker to Israel.
- d. The Employer may deduct monthly from the salary of the worker, one third of the cost of the above medical insurance, but no more than the maximum sum set out in the relevant Israeli regulations, the lower of the two. This sum will be updated by the Israeli Government from time to time.
- e. If the Worker cannot work due to illness, he shall be paid 50% of his salary by the Employer for the second and third day of absence and 100% of his salary from the fourth day of absence, upon presentation of a medical certificate certifying that he could not work due to illness. The entitlement to sick pay shall not exceed a cumulative period as set out here forth:
 - 1. From 1 month to 12 months 2 work days per month (up to 24 days a year)
 - 2. From 13 months to 36 months 66 working days.
 - 3. From 37 months to 84 months 110 work days.
- f. The accumulated sick days cannot exceed more than a maximum of 110 days.
- g. The Employer may require the Worker to undergo a medical examination once a year by a physician agreed upon by the parties at the expense of the Employer.

14. SEVERANCE PAY, PENSION AND SOCIAL BENEFITS

- a. In addition to the above salary, the Employer shall deposit only in the "Foreign Workers Deposit Fund" managed by PIBA, a sum as set out in the Pension Extension Order, 6.5% for Pension and 6% or 8.33% for Severance Pay, of the gross monthly salary of the Worker as defined in the 1964 Severance Pay Regulations (Calculation of Severance Pay and Resignation Which is Considered as Dismissal), for each month in which the Employer employs the Worker, as set out in the Foreign Worker Regulations (Deposit For Foreign Workers) 2016.
- b. In addition to the above deposits, the Employer will deposit, for a senior worker, an additional 7.5% of the worker's salary only to the above "Foreign Workers Deposit Fund" for Continuing Education Payments as set out in the Foreign Worker Regulations (deposit for foreign workers) 2016.
- c. The worker will receive the accumulated sums deposited in the fund as above, from PIBA, less legal deductions, after leaving Israel permanently, or at the airport at the time of his permanent departure from Israel, as per an application filed to PIBA in a timely manner. If the worker overstays in Israel illegally, a portion of the accumulated sum will be deducted by PIBA for each month of illegal unjustified overstay, and after 6 months of such overstay, the worker will forfeit the entire sum.
- d. In addition to the above deposits to the "Foreign Workers Deposit Fund", in case of the worker's dismissal or in other relevant cases, the Employer who has deposited only 6% of the Worker's salary for Severance Pay as set out in subsection (a) above, will pay the worker at the end of the

employment, an additional 2.33% of his salary for severance pay, as stipulated in Severance Pay Law - 1963.

15. TERMINATION OF EMPLOYMENT

- a. Either party has the right to terminate the Employment after a genuine and sincere attempt to carry out the provisions of the SEC subject to giving the other party prior notice as set out in the Israeli Prior Notice for Termination and Resignation Law, 2001, as follows:
 1. for the first 6 months of employment by the Employer – a day for each month.
 2. for the period starting from the 7th month of employment – 6 days with addition of 2.5 days for each working month.
 3. after 12 working months– one month.
- b. Notwithstanding the above, in case the Employer wishes to terminate the Worker's employment, the Employer shall summon the Worker to a hearing in writing in the English language. The Worker has the right to be represented by any representative he chooses. The Worker will have the right to be heard and that his words will be taken into consideration by the Employer before the Employer comes to a decision concerning the termination. Termination by the Employer requires sufficient cause.
- c. In case of termination, either Party may waive the above prior notice period, provided the Party that waives the period pay the other Party for that period based on the Worker's total salary. In case the Worker does not give the required prior notice before termination, the Employer may deduct the relevant salary amount from the Worker's last salary.
- d. If the Worker does not appear for work for a week without prior written notice and without sufficient cause for withholding written prior notice, he will be considered to have resigned.

16. NATIONAL INSURANCE INSTITUTE

The Employer shall register the employment of the Worker with the National Insurance Institute for coverage available to foreign Workers under Israeli Law, specifically, work accidents, bankruptcy of the employer, and maternity benefits. A copy of the above registration shall be provided by the Employer to the Worker.

In case of death of the Worker as a result of a work accident, the insurance benefits shall be paid to his legal heirs as stated in the National Insurance Institute Law.

17. AIRLINE EXPENSES

The Worker will pay for his airline tickets, inclusive of travel insurance, from the Philippines to Israel, as well as upon his return from Israel to the Philippines, except as set out in Section 25(b) of this SEC.

18. TRANSPORTATION

- a. The Employer will reimburse the Worker of his transportation expenses from his accommodation to his workplace and back for every day the Worker paid for such necessary transportation.
- b. The transportation expenses will be determined according to the discounted fare on a public bus or a reduced monthly subscription ticket from the place of residence of the employee to his place of work, on the basis of a travel discount card, if such a discount card exists, as detailed in the relevant extension order.
- c. The above reimbursement of expenses shall not be paid to the Worker if the Employer provides such transportation at the Employer's expense.
- d. The employer shall make appropriate arrangements for the transportation of workers living away from the hotel and terminate their work at night after the service of buses has ended or whenever transportation services are not available.

19. ACCOMODATIONS AND MEALS

- a. The Employer shall provide the Worker with safe and hygienic accommodations as set out in the Foreign Worker Regulations, during the duration of the SEC and at least seven (7) days after its termination. The Employer must provide separate accommodations including separate bathroom and shower facilities for male and female workers.
- b. The Employer may deduct monthly sums from the salary of the Worker for the accommodations supplied to the Worker and for related expenses, as set out in Foreign Workers Regulation (Deductions for appropriate housing) - 2000, in accordance with the location of the accommodations as set out in Annex B. The maximum sums are updated by the Israeli government from time to time.
- c. The Worker will provide for his own meals at his own expense, unless the Employer has agreed to provide the Worker with meals in the Hotel's dining room at the Employer's expense. If the Employer provides the meals, the Employer may deduct from the worker's salary sums for each meal as follows:
 - i. For breakfast or cold dinner - 1.76 NIS.
 - ii. For lunch or hot dinner -3.52 NIS.
- d. The above meal sums will be deducted from the Worker's salary for any period the Worker was present in the hotel unless the Worker has informed the Employer in writing that he does not wish to eat meals at the hotel.
- e. The "meal value" will be considered worker income for income tax and v.a.t purposes, as determined by the tax authorities in Israel.
- f. The above sums will be updated as set out in the Collective Agreement.

20. UNIFORM

The Employer will provide the worker with work clothes, at the Employer's expense, once a year, as set out in the Collective Agreement.

21. RECUPERATION PAY

In addition to the salary and other monetary entitlements set out above, and as per the Extension Order Concerning Employer Contributions for Recuperation and Recreation Payments, the Worker is entitled to receive yearly Recuperation Pay from the Employer, provided that he has completed at least 10 months of work for the Employer. This sum is computed at the rate as updated by the Israeli Government at the time of payment (NIS 378 per day as of 2018), as follows:

- a. For the first year of employment by the Employer – 5 days.
- b. For the second up to the fifth year of employment by the Employer- 7 days.

For additional years of employment of the Worker by the Employer, the recuperation pay will be figured according to the number of years of employment as set out in the above extension order.

22. CONTACT NUMBERS:

The Worker may contact the following in case of questions or filing of complaints which have not been resolved amicably between the Worker and the Employer or the Employer's representative:

- a. The PIBA Call Center: 1-700-707-889.
- b. The Ombudsman for Foreign Worker's rights in the Israeli Ministry of Labor, Social Affairs and Social Services: 074-7696161, or email: Foreign.Rights@Economy.gov.il .
- c. The Philippine Overseas Labor Office (hereinafter: "POLO") in the Philippine Embassy in Israel,; +9723-6022496, or email: polois_2012@yahoo.com .

23. COPY OF THE SEC AND PAY SLIPS

- a. The employer must provide the Worker with a signed copy of this SEC as well as copies of the Worker's monthly pay slips.
- b. This SEC replaces the employment conditions notice in accordance with the Employment Conditions and Procedures for Selection and Admission to Work Regulations, 2002.

24. DISPUTE RESOLUTION:

- a. The parties shall endeavor to resolve any dispute that may arise from the implementation of this SEC by amicable means.
- b. If the parties fail to amicably settle the dispute, the parties may resort to available remedies including those set out in the Collective Agreement if relevant and/or refer the matter to the Courts of the State of Israel to be resolved in accordance with applicable Israeli law.

- c. In case the SEC is translated to additional languages and there is discrepancy between the languages, the English language version of the contract shall prevail.

25. REPATRIATION

- a. In case of imminent danger due to war, calamity, or other similar circumstances, the employer or his representative shall provide reasonable assistance to the Worker, including relocation to safe sites if possible. If the Worker decides to return to the Philippines, the Employer or his representative shall provide reasonable assistance.
- b. The medical insurance policy of the Worker, to be attached as Annex C, shall contain provisions on repatriation of the Worker in the event of a medical condition which renders the Worker incapable of continuing his employment, as well as shipment of Worker's remains in the event of death of Worker during the term of this SEC, both covering payment of airfare.

26. COMMUNICATION AND PASSPORT

- a. The Employer shall not prevent the Worker from having and reasonably using cellular phones or other means of communication during his breaks and private time.
- b. The Employer shall not withhold the Worker's passport against his will.

27. NO ALTERATION

No provisions of this contract shall be altered, amended or substituted in a way that is detrimental to either Party.

The Employer's Signature
Date of Signature

The Worker's Signature
Date of Signature

Attny/Acct. Authentication:

I hereby certify that Mr./Ms. _____ Israeli ID _____ has been legally authorized by the Employer to sign this SEC in the name of the Employer and to obligate the Employer as set out in this SEC

Name of Attny/Acct. Stamp Date: _____

Attached:
Annex A – Disciplinary Code
Annex B – Permitted Monthly Deductions
Annex C – Medical Insurance Policy

**Annex A to the Standard Employment Contract
for Filipino Hotel Housekeeper in the State of Israel -**

**Disciplinary Code according to the
general collective labor agreement in the hotel industry
Consolidated And Updated Version Dated 23/12/2010**

WORK REGULATIONS

These regulations constitute an integral part of the General Collective Labor Agreement and they apply to all Employees of the Hotel.

1. New Employees

- 1.1. The Employee must inform about his family status and provide his correct address, together with a photocopy of his identity card, and he is also required to inform the management of any change in the aforementioned data within a week of the change.
- 1.2. The management or the Workers' Union is entitled to demand a standard medical certificate from an Employee who is hired for work confirming that his employment at the Hotel does not endanger his health, or the health and safety of others.

2. Work Card

- 2.1. Every Employee must personally sign an attendance card before commencement and after completion of work at the place designated for this purpose by the management, unless he is released from such duty in writing by the management.
- 2.2. An Employee may not sign an attendance card for another Employee, unless this is with the approval of the management. Signing an attendance card other than by the card holder is prohibited and constitutes a serious offense.
- 2.3. The Employee has the right to receive a copy of the attendance report and to check what is recorded in it.
- 2.4. If an Employee is not registered at the beginning or at the termination of the work, the hours of his work on that day will be recorded only after approval by the head of the department.

- 2.5. Any place where there is registration with an attendance card will also require the signing of a biometric card.

3. **Work Discipline**

- 3.1. The Employee must be present at the time specified and in the place designated for his work, ready to start the job, and he must be in his place of work throughout the working hours, in accordance with the work arrangement and according to the prescribed procedures.
- 3.2. Where an Employee is late for his work or is absent from work, apart from absences that are recognized and approved, part of his salary will be deducted in proportion to the duration of the delay or the absence.
- 3.3. Changing clothes and bathing will be done outside of work hours.
- 3.4. An Employee will be entitled to leave his workplace only with permission of the head of the department.
- 3.5. If the Employee is forced to be absent from work because of an important and unexpected reason that is accepted by both parties, he must notify the management of this in advance, but if this is not possible – within 24 hours.
- 3.6. If, for a reason such as mentioned above, an Employee is forced to be absent from his work for a number of days, he is required to inform the management in advance of the date of his return to work and he must receive its approval.
- 3.7. Any Employee who is absent from work because of illness must furnish a certificate from a recognized doctor upon his return to work.
- 3.8. Any Employee who is absent from work because of illness for at least one month must give a 3 days advance notice regarding the date of his return to work. An Employee who is absent for at least two months must give a notice of one week in advance of the date of his return to work.
- 3.9. Every Employee is required to comply with the instructions relating to his work that are given by the manager who is in charge of him, and to ensure that his performance is according to the accepted procedures. An Employee is entitled to appeal through the Workers' Union and outside working hours to the management, if he believes that the instructions were unjustified.
- 3.10.

3.10.1. The Employee is required to perform any work that is assigned to him as part of his position by the management or by the manager who is in charge of him.

3.10.2. The management is entitled to transfer Employees from one work station or department to another, to equal or mostly similar to their regular work, in accordance with the work requirements, as the management deems fit.

Transferring Employees in accordance with the provisions of this section will be done without harming the income or status of the Employees transferred.

3.10.3. An Employee who is transferred to another job or department or work station according to the provisions of this section, and who considers himself as having been unlawfully injured by the transfer, may appeal the instructions through the workers' representation. If the matter is not resolved by the management and the workers' representation, the matter will be referred for decision by the Parity Committee.

Until the decision of the competent body, and as long as it has not been decided otherwise, the Employee will continue to carry out his work in accordance with the work arrangements as determined by the management.

3.10.4. If it is necessary to employ an Employee in a different job from his regular professional work, this will be done with the consent of the Workers' Union or by mutual consent.

If the arrangement is only for a few hours, it will be done by management alone.

3.11. An Employee may not replace the work or shift with another Employee without the knowledge and consent of the management, or his supervisor who acts on behalf of the management.

3.12. The Employee will only be present in the Hotel during the hours of his work according to what is determined in the work schedule or where necessary to arrange matters pertaining to his job at the Hotel.

3.13. The Employee is required not to quarrel or to have arguments during working hours.

3.14. The Employee may not use the property or resources of the Hotel for private purposes.

3.15. Meetings and consultations may not be held during work hours, except with the prior consent of the management. This section does not relate to inquiries that are

urgent and cannot be delayed while the Employee approached the representatives of the Workers' Union.

- 3.16. The management and the Workers' Union may, where necessary, arrange an inspection of the Employees' tools.
- 3.17. The Employee must give – for safekeeping by the hotel Security – any package that he brings with him, until he finishes his shift. If there are things and objects in the package that he requires during his shift he must show them to the Security representative.
- 3.18. The Employee must immediately hand over any money or objects, which he finds within the area of the Hotel, to the Security Department.
- 3.19. An Employee may not hold any meetings with people and/or guests within the area of the Hotel.
- 3.20. In the event that an Employee is caught eating food of the Hotel without permission, the management is entitled to bill him with the full selling price of the food.
- 3.21. Use of the Hotel computer by the Employee will be according to the rules determined in the General Collective Agreement between the Bureau of Economic Organizations and the New Histadrut Labor Federation dated 25.6.2008, and in accordance with the Hotel regulations in this regard.
- 3.22. The Employee may not use the Hotel telephone for private purposes without approval.

4. **Shift Work**

- 4.1. The work schedule that is prepared by the management is binding on the Employee.
- 4.2. Changes in the periodic work schedule and the replacement of an Employee from his regular shift to another shift will be done with the consent of the Workers' Union or by mutual consent. However, if the management believes that the work necessitates this, it may temporarily transfer an Employee or Employees from one shift to another, for up to a period of one week.
- 4.3. Every Employee is required to continue with his work until the next shift worker replaces him, but he is not obliged to do this for more than 2 hours. For the extra time that he works he will be paid overtime compensation as defined in the labor agreement.

- 4.4. In the event of a delay of more than one hour, and without sufficient reason, the management is authorized to prevent the worker from working on the day of the delay. In the event that there is doubt as to the reasonableness of the reason for the delay, the representative of the Workers' Union will be included in the decision.
- 4.5. If the Worker is at least 10 minutes late to his shift, he will forfeit all benefits involving an evening shift on that day. If the worker is late for more than twice on a given month, he will forfeit all benefits involving evening shifts in that month.

5. **Responsibility for Equipment and Material**

- 5.1. The Employee is required to safeguard the Hotel's property and to prevent a wastage of materials.
- 5.2. The Employee must act carefully with the machines and the tools with which he works, and, in the event of breakage, the Employee is required to notify this immediately to the person responsible.

6. **Appearance**

The Employee must present himself for work clean and tidy according to his position in the Hotel and be dressed according to the instructions of the Hotel management.

7. **Punishments/Penalties**

- 7.1. In the event that an Employee contravenes one of the regulations stipulated above, the following fines and punishments will be considered:
 - 7.1.1. A written warning.
 - 7.1.2. A monetary fine at the rate equal to up to half a day's work.
 - 7.1.3. Suspending work, without pay, for up to 2 days.
- 7.2. The Employee will commit a breach of these Regulations by:
 - 7.2.1. Failing to comply with the instructions of the management or committing a disciplinary breach.
 - 7.2.2. Leaving the workplace in the middle of the working day without permission and without a good reason.
 - 7.2.3. Absences from work without permission and without good reason.
 - 7.2.4. Striking in the Hotel.

- 7.2.5. If the Employee will commit a breach of the above Regulations, the following fines and penalties will be considered:
 - 7.2.5.1. Monetary fine.
 - 7.2.5.2. Temporary termination of work without pay.
 - 7.2.5.3. Regular dismissal by prior notice and with compensation.
- 7.3. If an Employee is convicted of committing a criminal offense, or if he admits to committing an offense that has a negative impact on the workplace or if there is proof of serious guilt against an Employee, such as:
 - 7.3.1. Failure to comply with the management's instructions or a serious disciplinary breach.
 - 7.3.2. Strikes in the Hotel in places designated for guests or noisy quarrels among the Employees, which cause grave consequences.
 - 7.3.3. Theft or malicious sabotage.
 - 7.3.4. Deliberately breaking materials, instruments or machines.
 - 7.3.5. Working elsewhere without written permission from management.
 - 7.3.6. Deliberately wasting materials and taking food without permission.
 - 7.3.7. Handing over business secrets.
 - 7.3.8. Deliberately reducing the output or damaging the normal course of work.
 - 7.3.9. The following penalties will be considered:
 - 7.3.9.1. A prolonged temporary suspension of work without payment.
 - 7.3.9.2. Dismissal without prior notice.
 - 7.3.9.3. Dismissal without prior notice and without severance pay.
- 7.4. A recurrent offense of a violation of the Regulations will result in a worsening of the punishment or the fine.
- 7.5.

- 7.5.1. The aforementioned fines and punishments will be imposed on the Employee who is accused by the management together with the Workers' Union or the district secretary, in the absence of the Workers' Union, except for a warning that may be given to the Employee by management in a notice to the Workers' Union.
- 7.5.2. If an agreement is not reached, the matter shall be referred to the Parity Committee in accordance with Section 55 of the General Collective Labor Agreement.
- 7.6.
 - 7.6.1. In the event that an Employee commits one of the serious offenses listed in Subsection 7.3 above, and the fact of the offense is not in doubt, the management has the authority to suspend the accused Employee's work until clarification, which will be held on the same day outside working hours.
 - 7.6.2. In the event an agreed conclusion is not reached through clarification, the matter will be sent to the aforementioned Parity Committee, and the temporary suspension of the Employee's work will continue until a decision is given by the Committee.
 - 7.6.3. In the event that the accused Employee is acquitted, he will be paid by the management in respect of the entire period of suspension that was imposed on him.
- 7.7. In the event that the accused Employee is found to be free of any guilt, the Committee's decision will be published in the workplace.
- 7.8. The money from the fines will be used for the purpose agreed to by both parties.
- 7.9. The youth representative will be invited to participate in any clarification regarding youths that work at the Hotel.

8. **Unjustified Medical Certificates**

- 8.1. In the event of any doubt with respect to the content of a medical certificate that is submitted by the Employee, each party to the collective Agreement mentioned above is entitled to bring this matter for clarification before a medical committee agreed to for this purpose.
- 8.2. The special medical committee is authorized to invite the Employee to a medical examination and the Employee must comply with the committee's invitation.

- 8.3. The decisions of the medical committee will be final and binding on those involved in the matter.
9. These work Regulations do not cancel any other work regulations agreed to in the past between any Hotel management and an authorized representative of the New Histadrut, and it shall not derogate from any of the sections in the aforementioned Collective Agreement.

**Annex B to the Standard Employment Contract
for Filipino Hotel Housekeeper in the State of Israel -**

Permitted Monthly Deductions

All sums and percentages are in NIS (New Israeli Shekel) and may be updated and therefore, in case the sums and percentages are updated by Israeli legislation/orders, the updated sums and percentages will automatically replace the sums and percentages below.

Content	Estimated Cost	Remarks and Clarifications
	NIS	
Israeli Income tax	10% of salary (up to 6240 NIS)	According to Israeli income tax regulations. Tax rates for salary higher than 6240 NIS as set out in Israeli tax law.
Monthly Israeli Social Security Coverage	0.04% of salary (up to 5944 NIS)	For salary higher than 5944 NIS- rates are as set out in Israeli social security coverage law.
Monthly Hotel Worker share of the Israeli mandatory private health insurance	125.09 NIS or a third of the cost of the insurance- which ever is lower – to be deducted from salary by Employer	The private health insurance will cover Hotel Workers only for the period in which they remain legally employed in full time hotel work in Israel.
Monthly Housing and utility expenses in Israel through salary deduction		The Employer must provide housing and may deduct from the worker a sum according to the area of the Hotel Worker's living quarters (259.21-475.31 NIS). <u>Related expenses</u> <u>Deductions</u> (electricity, water and municipal taxes) – 93.37 NIS.

Payment according to collective agreement for meals supplied by the Employer to the Hotel Worker from the hotel dining room (if supplied)		<ol style="list-style-type: none"> 1. For breakfast or cold dinner - 1.76 NIS. 2. For lunch or hot dinner -3.52 NIS.
Sums agreed upon in writing by the Employer and Hotel Worker for specific debts of the Hotel Worker to the Employer		The total of the deductions from the worker's salary by the Employer for specific debts, for the accommodation and related expenses and for the medical insurance, shall not be more than 25% of the salary after taxes and social security deductions (excluding the last month of employment).
"Professional-Organizational Handling Fees" for Histadrut.		As of 1/3/2005, the Employer will deduct "Professional-Organizational Handling Fees" – from the salaries of Employees who are not members of the Histadrut or of another workers' organization – at the rate of 0.80% of the salary, on behalf of the New Histadrut.
Monthly payment to representative trade union organization		0.4% of the monthly basic salary.