



BRITISH
COLUMBIA



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MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF LABOUR AND EMPLOYMENT OF THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES (hereinafter referred to as the "DOLE")
AND
THE MINISTRY OF ECONOMIC DEVELOPMENT OF THE GOVERNMENT OF
BRITISH COLUMBIA, CANADA (hereinafter referred to as "ECDV")
CONCERNING CO-OPERATION IN HUMAN RESOURCE DEPLOYMENT AND
DEVELOPMENT

WHEREAS the mandate of the DOLE is to promote gainful employment opportunities, develop human resources, protect workers and promote their welfare, maintain industrial peace, and manage the migration of Filipino workers for overseas employment;

WHEREAS the purpose of ECDV is to build a strong provincial economy that supports job creation and maximizes economic opportunities for British Columbians;

WHEREAS the DOLE wishes to assist ECDV in addressing the human resource needs that exist in light of skills and labour shortages in British Columbia;

THEREFORE the DOLE and ECDV (hereinafter jointly referred to as the "Participants") have reached the following understanding for their collaboration and cooperation in the exploration of opportunities for labour and human resource deployment and development.

1. DEFINITIONS

(a) In this Memorandum of Understanding ("MOU"), the following definitions apply:

"Employer" refers to an employer in British Columbia, or a person or agency licensed as an "employment agency" under the British Columbia *Employment Standards Act*, who acts on behalf of an employer in British Columbia, that has been approved to recruit under this MOU under a process established by ECDV;

"Sending Agency" refers to a private recruitment agency in the Philippines that the DOLE has authorized or licensed to recruit and select Workers who want to be employed in British Columbia and to send those Workers to British Columbia or where the Participants agree, the DOLE or any of its deployment agencies; and

"Worker" refers to a Filipino national, whether residing within or outside the Philippines, who has signed or intends to sign an employment contract with an Employer with the objective to enter and work in British Columbia, either as a temporary foreign worker or as permanent resident, but does not include Filipino nationals seeking to work in British Columbia as live-in caregivers.

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(b) Reference in this MOU to the DOLE shall, where appropriate, include its attached agencies, including:

- (i) The Philippines Overseas Employment Administration;
- (ii) The Overseas Workers Welfare Administration;
- (iii) The Technical Skills and Development Authority; and
- (iv) The Professional Regulation Commission.

2. PURPOSE

- (a) The purpose of this MOU is to clarify and articulate the Participants' current intentions to promote and strengthen areas of co-operation in the fields of labour, employment and human resource deployment and development.
- (b) The Participants intend to work together to enable Filipino workers, residing within or outside the Philippines, to enter British Columbia under a process that is effective and clearly communicated to Employers and Workers.
- (c) This MOU is not intended to be legally binding.

3. COOPERATION PRIORITIES

- (a) In facilitating this MOU, each of the Participants will make reasonable efforts to ensure the orderly ethical recruitment and deployment of Workers to Employers.
- (b) The Participants will regularly determine their shared priorities for collaboration and cooperation. This may include, but is not limited to, initiatives to:
 - (i) ensure that the need of Employers for Workers with the appropriate skills are met through training and credential recognition activities;
 - (ii) expedite the approval of selected individuals for employment opportunities in British Columbia, including efforts to support the work of the Canadian visa office in Manila in its processing of Workers' work permits and visas;
 - (iii) promote sound, ethical and equitable recruitment and employment practices; and
 - (iv) share information to support initiatives, subject to privacy laws of the Participants.
- (c) The Participants will confirm in writing their shared priorities for collaboration and cooperation through the Deputy Minister of ECDV and the Undersecretary of Labor and Employment of the Government of the Republic of the Philippines. Once accepted by both Participants, the shared priorities will form an Annex to this MOU.
- (d) In pursuing shared priorities for collaboration and cooperation, the Participants will act in compliance with their respective laws and regulations including, but not limited to, on the part of British Columbia the *Employment Standards Act*, and on the part of the Philippines the Philippine Labour Code, as amended, R.A. 8042, and implemented by the 2002 Philippines Overseas Employment Administration (POEA) Rules and Regulations Governing the Recruitment and Employment of Land-based Overseas Workers.

4. EXCHANGE OF INFORMATION CONCERNING EMPLOYERS AND SENDING AGENCIES

AGENCIES

- (a) ECDV will, either directly or through third parties approved by ECDV, on a regular basis notify the DOLE of the occupations in which Workers may be employed by Employers and of the approximate number of Workers which British Columbia requires. The DOLE will, in turn, provide this information to the Sending Agencies by way of advisories.
- (b) ECDV, either directly or through third parties approved by ECDV, will on a regular basis notify the DOLE of employers qualified under a process approved by ECDV to recruit and employ Workers under this MOU.
- (c) The DOLE will regularly provide ECDV with a list of the Sending Agencies licensed by the DOLE to recruit Workers under this MOU.
- (d) The Participants intend that the Employers will communicate directly with the Sending Agencies regarding deployment of Workers to British Columbia.

5. RECRUITMENT AND SELECTION OF WORKERS

- (a) The DOLE will register and accredit the Employers to recruit and hire Workers.
- (b) The Sending Agencies will provide the Employers with the names and information on the relevant skill, experience and qualifications of pre-qualified Filipino nationals who wish to be employed as Workers and meet the requirements listed in subsection (e) below.
- (c) The Employers may select qualified Workers and provide the names of those Workers to the Sending Agencies. These Workers will then apply for Canadian work permits or for nomination for permanent residence through the British Columbia Provincial Nominee Program.
- (d) The DOLE acknowledges that while the Government of British Columbia has an agreement with the Government of Canada with respect to provincial nomination for permanent residence, the Government of Canada retains final authority to determine applications for permanent residence and full authority over applications for temporary work permits. The Government of Canada has final authority to determine applications for temporary and permanent residence in Canada, including establishing policies, criteria and requirements and responsibility for processing operations and policies.
- (e) In order to pre-screen Workers before they apply for visas and work permits, the Participants will require that Workers referred to in the subsection (c):
 - (i) pass the medical health examination required by Citizenship and Immigration Canada for admissibility to Canada as a temporary or permanent resident, as applicable;
 - (ii) not have a criminal record;
 - (iii) not have an outstanding custody or divorce dispute that might render them ineligible to become a temporary or permanent resident of Canada;
 - (iv) have satisfactory English language competency as measured by a testing system agreed upon by the Participants; and
 - (v) have the skills and knowledge sought by Employers.
- (f) The DOLE, through the Sending Agencies, will develop mechanisms to facilitate the deployment of qualified Workers.
- (g) This section does not prohibit employers in British Columbia from selecting and hiring Filipino nationals without using the arrangements or structures developed under this MOU, provided that recruitment and hiring are conducted pursuant to the Philippine Labour Code. This section likewise does not preclude hiring between the Participants' respective governments.
- (h) The recruitment of Filipino workers outside the Philippines shall be coursed through the nearest Philippine Overseas Labour Office (POLO).

6. COSTS OF RECRUITMENT OF WORKERS

The Participants intend that Employers shall pay the costs related to hiring of Workers. Employers and Sending Agencies must not request, charge or receive, directly or indirectly, any payment from a person seeking employment in British Columbia which contravenes the British Columbia *Employment Standards Act*.

7. OFFERS OF EMPLOYMENT AND LABOUR CONTRACTS

- (a) The DOLE will require the Sending Agencies to conduct a mandatory orientation for Workers concerning the contents of the employment contract or written offer of employment sent by Employers to the Workers to ensure that the Workers have a clear understanding of the terms of their employment.
- (b) The DOLE will require the Sending Agencies to provide the Workers with a copy of the employment contract or written offer of employment. This employment contract will contain the minimum employment standards set by the DOLE and by the Government of the Province of British Columbia applicable to employment in British Columbia.

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- (c) ECDV will provide the DOLE specific orientation information that highlights the attributes of living and working in British Columbia including information on workers' rights and benefits under provincial labour legislation.
- (d) The DOLE will issue an Overseas Employment Certificate for a Worker based on confirmation from the Employer of that Worker without requiring an original individual verified employment contract for that Worker.

8. PROTECTION OF WORKERS

The Participants intend to allow the Philippine Overseas Labour Office in Toronto to monitor Workers recruited under this MOU with the view to ensuring the protection and welfare of Workers under applicable Canadian and British Columbia laws.

9. HUMAN RESOURCE DEVELOPMENT

- (a) Both Participants will explore projects to sustain and promote human resource development in the Philippines. These will be identified as Cooperation Priorities, as described in Section 3, and the Working Committee will work to ensure that the implementation of these projects is guided by the principle that both Participants will see mutual benefit from the operation of these projects.
- (b) The initiatives referred to in subsection 9(a) shall, as far as practicable, be along the lines of the programs and policy directions established by the Government of the Philippines.
- (c) ECDV shall encourage support and assistance to the Philippines to improve the education and training of Philippine youth and to enhance the reintegration of returning overseas Filipino workers along the lines of programs and policy directions established by the Government of the Philippines.

10. WORKING COMMITTEE

The Participants will establish a Working Committee to coordinate activities on their shared priorities. The Working Committee will be composed of three representatives from each Participant, one of whom will be identified as the senior official for each participant. The Participants intend to hold Working Committee meetings each year, alternately in the Philippines and in British Columbia, to review the progress of cooperative activities.

11. COSTS

Unless otherwise decided, each Participant will bear the costs resulting from its own participation in activities carried out in the furtherance of the objectives of this MOU. Nothing in this MOU will be construed as establishing a binding legal obligation to provide funds, goods, or services for a particular project within the areas of collaboration in Section 3 above. Funding for any project arising from participation in this MOU may be the subject of a future arrangement.

12. EFFECTIVE DATE, AMENDMENT AND TERMINATION

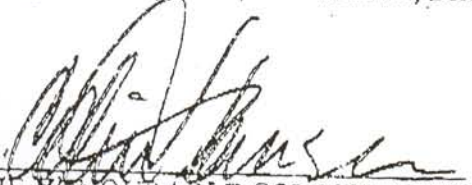
- (a) This MOU will come into effect on the date it is signed by the Participants and will remain in effect for a period of two (2) years from that date.
- (b) The MOU may be amended with the mutual written consent of the Participants. Any such amendments will come into effect on the date determined by the Participants.
- (c) In keeping with the purpose and scope of this MOU, each of the Participants will be open and transparent concerning their intention to enter into similar agreements with other jurisdictions respecting human resource development and deployment and will provide, at the other Participant's request, such other agreements made for that purpose.

- (d) During the term of this MOU, if a Participant concludes a similar agreement respecting human resource development and deployment with another jurisdiction, and if any provision of such agreement is more favourable to that third jurisdiction than what was negotiated in this MOU, the Participant which made a more recent agreement with a third jurisdiction agrees to amend this MOU in order to afford similar treatment to the other Participant, if requested by that other Participant.
- (e) Either Participant may notify the other in writing of its intent to terminate this MOU at least thirty (30) days in advance of such termination.

13. CONFIDENTIALITY

Unless otherwise required pursuant to a judicial or legislative authority to which the respective Participant is subject, neither Participant will disclose, nor authorize or permit disclosure, to any person or corporation at any time, now or in the future, any information or documents of any kind or other matter or thing which comes to its knowledge or into its possession by reason of this MOU, and will treat confidentially all such information, documents or writing by the other Participant. This provision will survive expiry or termination of this MOU.

Signed in duplicate, at Vancouver, British Columbia, Canada, this 29th day of January, 2008.



THE HONOURABLE COLIN HANSEN
MINISTER OF ECONOMIC
DEVELOPMENT
PROVINCE OF BRITISH COLUMBIA
For The Ministry of Economic Development of
The Government of British Columbia, Canada



THE HONOURABLE ARTURO D. BRION
SECRETARY OF LABOUR AND
EMPLOYMENT REPUBLIC OF THE
PHILIPPINES
For The Department of Labour and
Employment of The Government of
The Republic of The Philippines

ANNEX

PRIORITIES FOR COLLABORATION AND COOPERATION

Pursuant to the MOU, the Participants confirm the following shared priorities for cooperation and collaboration in the first year of the MOU:

A. Qualification Recognition

The Participants will support initiatives and co-operate with each other and the appropriate educational and credential issuing authorities to establish training and education programs in the Philippines that meet the requirements and standards necessary for entry into specific occupations in British Columbia and that will improve the education and training opportunities in the Philippines.

B. Facilitating Expedited Processing of Applications for Work Permits and Visas

The Participants will support initiatives and co-operate with each other, the Sending Agencies and other appropriate organizations to develop mechanisms that will facilitate the work of the visa office at the Canadian Embassy in Manila to process work permit and visa applications for Workers.

The Participants aim to support expedited processing of Workers by the visa office while concurrently assisting and improving the effectiveness of the visa office in fulfilling its mandate to select and determine the admissibility of foreign nationals for temporary or permanent residence in Canada.

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