

# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF LABOR AND EMPLOYMENT  
OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES  
(the "DOLE")

AND

HER MAJESTY THE QUEEN in the Right of the Province of Saskatchewan  
as represented by the President of Executive Council  
("ECON")

## 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** ECON has a mandate to protect workers through the enforcement of worker recruitment and immigration services legislation, and to contribute to the economic and demographic growth of Saskatchewan through the implementation of provincial immigration, settlement, and labour market strategies, programs and services;

**WHEREAS** Saskatchewan has recently passed "*The Foreign Worker Recruiter and Immigration Services Act* and *Saskatchewan Employment Act*" and established the Program Integrity Unit for the welfare and protection of foreign workers;

**WHEREAS** the DOLE wishes to assist ECON in protecting workers and their families who migrate temporarily or permanently to Saskatchewan, and in the delivery of programs and services that contribute to their settlement and labour market success;

**WHEREAS** the Philippines has enacted Republic Act 8042: "The Migrant Workers and Overseas Filipinos Act", as amended by Republic Act 10022, to strengthen protective mechanisms for Overseas Filipino Workers;

**WHEREAS** the Philippine Overseas Employment Administration has issued Memorandum Circular No. 06, Series of 2008 on the Guidelines on the Recruitment and Deployment of Filipino Workers to Canada, which provides among others, the verification of employment contracts and accreditation and registration of employers and agencies recruiting Filipino workers to Canada;

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

## 1. DEFINITIONS

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

**"Employer"** refers to an employer in Saskatchewan who has been approved to recruit foreign workers under *The Foreign Worker Recruiter and Immigration Services Act* and intends to recruit Filipino workers under this MOU;

**"Licensee"** refers to an individual licensed to provide recruitment or immigration services to foreign nationals coming to Saskatchewan under *The Foreign Worker Recruiter and Immigration Services Act*;

**"Philippine-based Recruitment Agency"** refers to a third-party recruitment agency in the Philippines that the DOLE has authorized or licensed to recruit and/or pre-screen workers who choose to be employed in Saskatchewan and to facilitate the migration of those workers to Saskatchewan;

**"Worker"** refers to a Filipino national, whether residing within or temporarily outside the Philippines, who has signed or intends to sign an employment contract with an Employer with the objective to enter and work in Saskatchewan; either as a temporary foreign worker or as a permanent resident, but does not include a worker who has become a permanent resident of Canada;

**"POEA Exit Clearance"** refers to the document issued to all Filipino workers processed at the Philippine Overseas Employment Administration (POEA), which comes in the form of either, the Overseas Employment Certificate (OEC), E-receipt (electronic receipt), Multiple Travel Exit Clearance (MTEC) or OFW card. This document is presented on departure at the airport and exempts the worker from the payment of the Philippine travel tax and terminal fee.

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

- i. POEA;
- ii. The Overseas Workers Welfare Administration (OWWA);
- iii. The Technical Skills and Development Authority (TESDA); and,
- iv. The Professional Regulation Commission (PRC).

## 2. PURPOSE

- (a) The purpose of this MOU is to clarify and articulate the Participants' intentions to promote, strengthen and create efficiencies in human resource deployment between the Philippines and Saskatchewan.
- (b) The Participants intend to work together to enable Workers to enter Saskatchewan under a process that is ethical, effective, efficient 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 migration of Workers to Employers.
- (b) The Participants will regularly determine their shared priorities for collaboration and cooperation. These may include, but is not limited to, exploring initiatives to:
  - I. Ensure that the needs of Employers for Workers with the appropriate skills are met;
  - II. Ensure that Filipino workers are aware of foreign qualification recognition requirements for regulated occupations in Saskatchewan, and have access to Saskatchewan foreign qualification recognition processes, mechanisms, and technologies that will assist them in successfully integrating into the community;
  - III. Examine foreign qualification recognition processes and assessments done by the Saskatchewan Apprenticeship and Trades Certification Commission and other Saskatchewan regulatory authorities to ensure the processes are timely and effective and explore arrangements for skills upgrading or gap training in the Philippines; and facilitate arrangements for Mutual Recognition Agreements (MRAs) for professionals and trade workers by the appropriate bodies/agencies in both jurisdictions;
  - IV. Efficiently process selected individuals for employment opportunities in Saskatchewan and Saskatchewan employers for recruiting in the Philippines by streamlining recruitment processes to avoid redundant procedures, with the end in view of reducing the process cycle time.
  - V. Work with Citizenship and Immigration Canada visa office in the Philippines to ensure that work permits, and permanent and temporary visas are processed in a timely manner, and possibly provide data to Philippines Overseas Labor Office (POLO) of Filipino workers arriving at Saskatchewan's Regional Newcomer Gateways;
  - VI. Promote sound, ethical and equitable recruitment and employment practices;
  - VII. Ensure Filipino workers are aware of and have access to processes and mechanisms for supervising compliance with statutes and regulations providing protections for workers in Saskatchewan;
  - VIII. Co-ordinate casework processes between Saskatchewan protection agencies and POLO and strengthen POLO's ability to advocate for Filipino workers by improving communication with, and identifying contact persons in Saskatchewan agencies;
  - IX. Examine means of ensuring Filipino workers recruited in third countries are coursed through POLO offices and receive protection under Saskatchewan and Philippines legislation;
  - X. Share information to support these initiatives, and the effective dissemination of information regarding labour rights of both employers and migrant workers subject to privacy laws of the Participants, including Pre-Departure Orientations and language/settlement assessments and referral services provided by Saskatchewan Regional Newcomer Gateways;

XI. Coordinate enforcement actions by both Participants against violators of their respective regulations, for the adoption of appropriate preventive, remedial, or penal actions.

- (c) The Participants will confirm, in writing, their shared priorities for collaboration and cooperation through the Undersecretary of DOLE and the Deputy Minister of ECON.
- (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 the Philippines, *the Philippine Labor Code*, as amended, *Republic Act (RA) 8042: The Migrant Workers and Overseas Filipinos Act* as amended by *RA 10022* and relevant POEA Memorandum Circulars governing the deployment of workers to Canada, and on the part of Saskatchewan, *The Saskatchewan Employment Act* and *The Foreign Worker Recruitment and Immigration Services Act (FWRISA)*;
- (e) The Participants shall endeavor to undertake other relevant technical and program service cooperation.

#### **4. EXCHANGE OF INFORMATION CONCERNING EMPLOYERS AND PHILIPPINE-BASED RECRUITMENT AGENCIES**

- (a) DOLE and ECON will cooperate to facilitate linkages between registered Saskatchewan Employers and approved Philippine-based Recruitment Agencies through processes which ensure that all participants are informed of legal requirements under the POEA and FWRISA rules and regulations.
- (b) ECON will, if requested by the DOLE, confirm if an Employer is qualified to recruit and employ Workers under FWRISA. The DOLE will make available the list of the Philippine-based Recruitment Agencies licensed or authorized by the DOLE to recruit Workers under this MOU.
- (c) The Participants intend that the Employers and/or Saskatchewan based recruiters will communicate directly with the Philippine-based Recruitment Agencies regarding deployment of Workers to Saskatchewan.

#### **5. RECRUITMENT AND SELECTION OF WORKERS**

##### **A. Saskatchewan**

- (a) Where required under federal legislation and regulations, employers in Saskatchewan who wish to hire foreign workers shall secure a Labour Market Opinion (LMO) from the Federal government in order to hire Filipino workers.
- (b) ECON shall screen employers and register them in line with the conditions and requirements of FWRISA. Only those properly registered and not otherwise suspended or cancelled shall be allowed to recruit workers from the Philippines. A Certificate of Registration shall be issued to the employer by Saskatchewan in order to recruit foreign nationals.



- (c) Those who recruit Filipino workers shall not directly or indirectly, charge any person other than an employer a fee or expense for recruitment services. No employer shall reduce the wages of a foreign worker, or vary, reduce or eliminate any other benefit or term or condition of a foreign worker's employment in order to recover the cost of recruiting the foreign worker and any agreement by the foreign worker to a variation, reduction or elimination is void.
- (d) All contracts for recruitment services must be written in clear and unambiguous language, state the services to be provided and the fees and expenses to be charged to the Filipino worker or the employer, and a description of the services for each fee and expense charged.
- (e) ECON will require the Philippine-based Recruitment Agencies to be licensed by ECON in order to recruit for Saskatchewan employers or they must work as an agent, affiliate or partner of a Saskatchewan licensee.

#### B. Philippines

- (a) The DOLE will register Employers who have been issued a Certificate of Registration from Saskatchewan for the hiring of Filipino workers for the province.
- (b) The DOLE – licensed Philippine-based Recruitment Agencies will provide 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 (d) below.
- (c) The Employers may select qualified Workers and provide the names of those Workers to the Philippine-based Recruitment Agencies. These Workers will then apply for Canadian work permits, nomination through the Saskatchewan Provincial Nominee Program or to a federal immigration class.
- (d) In order to pre-screen Workers before they apply for visas and work permits, the Participants will indicate to Employers, Philippine based recruiters and Saskatchewan licensees that Workers must:
  - (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 testing; and,
  - (v) have the skills and knowledge sought by Employers.

- (e) The DOLE acknowledges that while the Government of Saskatchewan 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.
- (f) This section does not prohibit employers in Saskatchewan 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 Labor Code and the FWRISA of Saskatchewan. This section likewise does not preclude hiring between the Participants' respective governments.
- (g) On the basis of the Certificate of Registration issued by ECON to the employer in Saskatchewan, job order, master employment contract/employment contract complying with Philippines and Saskatchewan labour standards, and Special Power of Attorney, as applicable, the POLO shall accredit the employer/licensed employment agency, without further verification, for purposes of recruiting workers in the Philippines.

## **6. COST OF RECRUITMENT OF WORKERS**

The Participants intend that Employers will cover the costs related to hiring of Workers. Employers and Philippine-based Recruitment Agencies must not request, charge or receive, directly or indirectly, any payment from a person seeking employment in Saskatchewan, which contravenes *The Saskatchewan Employment Act* and/or the FWRISA and will cover all costs of Workers required by DOLE Acts and regulations.

## **7. OFFERS OF EMPLOYMENT AND LABOUR CONTRACTS**

- (a) The DOLE will require the Philippine-based Recruitment 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 Philippine-based Recruitment Agencies to provide the Workers with a copy of the employment contract or written offer of employment. This employment contract will comply with *The Saskatchewan Employment Act*, the FWRISA, as well as any terms and conditions set by the Government of the Province of Saskatchewan and the Department of Labor and Employment of the Republic of the Philippines.
- (c) ECON will provide the Dole specific orientation information that highlights the attributes of living and working in Saskatchewan, including information on workers' rights and benefits under provincial legislation.
- (d) The DOLE will issue a POEA Exit Clearance for a Worker based on confirmation from the Employer of that Worker, and presentation of their LMO/Saskatchewan Immigrant Nominee Program Certificate of Nomination and the Employers Certificate of Registration from Saskatchewan.



## **8. PROTECTION OF WORKERS**

- (a) The POLO in Canada may monitor Workers recruited under this MOU after their arrival with the view to ensuring the protection and welfare of Workers under the existing laws and regulations in Canada and the Province of Saskatchewan. Where concerns exist, they may refer them to the Program Integrity and Legislation Unit of ECON.
- (b) In accordance with the FWRISA, ECON will review complaints received concerning Employers not fulfilling the requirements of their offers of employment or mistreating Workers and, where appropriate, take action under the Act or refer the complaint to appropriate enforcement agencies.

## **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 and the Working Committee referenced in Section 10 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 activities referred to in this section will, as far as practicable, be consistent with Philippines and Saskatchewan policy.

## **10. WORKING COMMITTEE**

- (a) The DOLE and ECON will establish a Working Committee to coordinate activities on the implementation of the MOU, including their shared priorities. The Working Committee will be comprised of senior officials from the Philippines and Saskatchewan from the relevant Ministries/Departments and the Agencies of the two jurisdictions, who will articulate clear terms of reference including the membership of the group, timing and location of meetings, and appropriate mechanisms for reviewing the progress of cooperative activities.

The Working Committee shall fulfill, among others, the following functions:

1. Develop guidelines and information on roles, processes and expectations that will assist Employers and Workers in working with Saskatchewan and Philippines approval processes and in accessing protections under legislation;
2. Monitor and evaluate/assess the implementation of this Agreement;
3. Make the necessary recommendation to resolve disputes arising from the implementation and the interpretation of the provisions of this Agreement;
4. Recommend proposals to amend the Articles of this Agreement;
5. Conduct regular meetings on a date and place mutually agreed by both Parties.

## **11. COSTS**

Unless otherwise agreed, 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 including funding, 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 or, in the case of matters enacted by legislation, when the legislation is proclaimed, and shall remain in full force and effect for three years and will automatically be renewed for an additional two years unless the Participants agree to its renegotiation or termination. At any time a Participant may suspend or terminate the MOU by providing, through diplomatic channels and/or its Ministry, six (6) months notice in writing to the other Participant expressing its desire to suspend or terminate this MOU.
- (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.

## **13. PRIVACY**

Each Participant will comply with any applicable privacy legislation in their jurisdiction regarding any personal information they receive about individuals from the other Participant pursuant to this MOU. This provision will survive the expiration or termination of this MOU.

## **14. CONFIDENTIALITY OF SENSITIVE INFORMATION THAT IS NOT PERSONAL INFORMATION**

In addition to each Participant's responsibility to comply with any privacy legislation in its jurisdiction under section 3(b)(iv) and section 13, regarding sensitive information other than personal information, neither Participant will disclose any information or documents which comes to its knowledge or into its possession by reason of this MOU which the other Party has explicitly or implicitly indicated is being provided in confidence, and each Participant will treat confidentially all such information, documents or writing by the other Participant unless otherwise required pursuant to a judicial or legislative authority to which the respective Participant is subject. This provision will survive expiration or termination of this MOU.

## **15. DISPUTE RESOLUTION**

In case of a dispute or disagreement under this MOU, officials representing the DOLE and ECON will attempt to resolve the matter. In case of failure to resolve the dispute, the same shall be referred to the Working Committee provided under Section 10 of the Implementation Guidelines. For resolution, the Working Committee will determine the procedures for addressing disputed issues. Such procedures will be flexible, provide equal opportunities for representation by each party, establish clear time limits and ensure clarity for the implementation of final decisions.

In case of dispute between the employer and the worker, the matter may be referred by DOLE, or a complaint filed by the worker himself or his/her representative with the competent department (Program Integrity Unit or other Saskatchewan agency) for resolution in line with the FWRISA, The Employment Act or any applicable provincial statutes/ regulations. The appropriate agency shall endeavour to resolve the issues or complaint involved as quickly as possible, and in a fair and equitable manner. This however, shall not foreclose any resort to judicial processes where such recourse is available and favourable to the complainant.



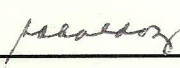
16. NOTICE

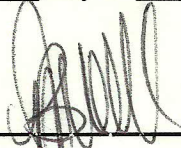
Any notice under this MOU may be sent to the Participants as follows:

Leonida Romulo  
Labor Attaché II  
Philippine Overseas Labor Office  
161 Eglinton Avenue East, Suite 101  
Toronto, Ontario M4P 1J5  
Phone: 416 975 8252  
Fax: 416 975 8277  
E-mail: [polotr@bellnet.ca](mailto:polotr@bellnet.ca)

Rupen Pandya  
Assistant Deputy Minister  
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1945 Hamilton Street  
Regina, Saskatchewan S4P 2C8  
Phone: 306 787 6846  
Fax: 306 798 0713  
[Rupen.Pandya@gov.sk.ca](mailto:Rupen.Pandya@gov.sk.ca)

Signed in duplicate, at MAKATI CITY, PHL, this 7th day of OCTOBER, 2013.

  
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THE HONOURABLE ROSALINDA DIMAPILIS- BALDOZ  
SECRETARY OF LABOR AND EMPLOYMENT  
REPUBLIC OF THE PHILIPPINES

THE HONOURABLE BRAD WALL  
PREMIER OF SASKATCHEWAN, CANADA

For the Government of the  
Republic of the Philippines

For the Government of the  
Province of Saskatchewan, Canada