

# RECRUITMENT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE  
REPUBLIC OF THE PHILIPPINES

AND

THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND

## PREAMBLE

The Government of the Republic of the Philippines and the Government of the United Kingdom of Great Britain and Northern Ireland herein after referred to as the "Parties";

**DESIROUS** of seeking international mobility of labor;

**SEEKING** to develop close cooperation in order to respond to the need for professionals in the healthcare sector in the United Kingdom

**DESIROUS** of promoting employment opportunities for Filipino health professionals.

Have agreed as follows;

## ARTICLE I GENERAL PROVISIONS

The parties agree to facilitate the recruitment of Filipino health professionals in accordance with the laws, rules and regulations existing within the respective territories of the Parties

## ARTICLE II SOURCING APPLICANTS

The Philippine Overseas Employment Administration (POEA) shall undertake the recruitment services set out in this agreement for National Health Service (NHS) Employers who have signed the "Principles of Involvement" (Appendix 1).

DVA

**ARTICLE III  
PRE-ADVERTISING INFORMATION**

1. The Department of Health, England (DH) will ensure that the NHS Employer identifies any posts for which a police check is required where successful applicants will have unsupervised access to children and babies.
2. The DH will ensure that a sample employment contract to be used by each NHS Employer recruiting under the terms of this agreement will be supplied to the POEA prior to undertaking the recruitment campaign.

**ARTICLE IV  
ADVERTISING**

1. The POEA will advertise the positions and state in the advertisement where the positions are in the NHS and specify the linguistic competence, including reading, writing, listening and speaking skills, which are required in order to fulfill the requirements of the post.
2. The POEA will only use the NHS logo with the approval by the DH which will not be unreasonably withheld.
3. DH may advertise itself when the POEA is unable to provide the number of suitable applicants for interview. Such advertisements shall be under the advice and supervision of POEA. The POEA will advise DH of rules regarding advertising.
4. The DH will pay the costs incurred by POEA in advertising within 30 days of receipt of an invoice verified by the POEA. Payment shall be made by cheque made payable to the originator of the invoice.

**ARTICLE V  
SELECTION OF WORKERS**

It is essential to good employment practice that recruitment and selection is dealt with in an equitable and consistent way.

**ARTICLE VI  
PRE-SCREENING**

1. The POEA shall undertake pre-screening of nurses based on the NHS Employer's specification.
2. The POEA will ensure that all applicants for nursing posts:
  - Hold a Bachelors degree of Nursing in the Philippines
  - Be in paid employment at the time of application

- Hold a current Filipino nursing license
  - Have less than 6 months of their employment contract remaining
  - Do not require more than 6 months supervised practice in an acute hospital setting before the UKCC will consider them for professional registration.
3. The POEA will ensure that the communication skills of all candidates are assessed during pre-screening to ensure that short-listed applicants possess the requisite skills for the position for which they are applying.
  4. The POEA will inform all applicants they select for interview of the interview dates and times and who the panel members are.

#### **ARTICLE VII BEFORE INTERVIEWS**

1. The DH will provide the POEA with an electronic spreadsheet to log details of all applicants who have not previously applied for professional registration in the UK.
2. The POEA will inform the DH by email of the dates and times of interviews for the short-listed candidates using a predetermined spreadsheet two weeks before the campaign.
3. The POEA will email the spreadsheet, which logs details of all applicants who have not previously applied for professional registration in the UK to the DH at least 2 weeks prior to the interview campaign.
4. The POEA will provide the NHS Employer with applications from all selected applicants and ensure that those applications contain –
  - a completed NHS application form (with the section on the application form informing the employer of any criminal convictions according to the Rehabilitation of Offenders Act 1974 signed), and the Equal Opportunities monitoring form.
  - a completed NHS Occupational Health Form, sealed in an envelope, and addressed in confidence to the Occupational Health Department used by the employing organization.
  - two written references one of which is from the current employer and relates to the prior six months of employment. The references must be from named referees and use the NHS reference pro-forma.
5. The POEA will ensure that all documentation supporting the application is either an original or a certified copy of an original.

6. The DH shall conduct a pre-employment seminar prior to interview for applicants providing information about the post that they are applying for, the environment in which they may work and accommodation. The DH will wish the POEA to contribute to planning this seminar.

### **ARTICLE VIII INTERVIEWS**

1. The POEA will schedule no more than 10 interviews per interview panel per day.
2. The POEA will provide suitable facilities to undertake interviews in a face-to-face setting. Each interview panel will require a private room where they will be uninterrupted.
3. The DH will ensure that the NHS Employer conducts interviews of short-listed applicants at the premises provided by POEA. The DH will ensure that NHS Employers conduct interviews in a face-to-face setting and that each interview panel will always consist of at least two people. Telephone interviews are not acceptable.

### **ARTICLE IX SELECTION OF SUCCESSFUL APPLICANTS**

The decision to offer employment to an applicant shall be for the NHS employer and the DH will ensure that selection of applicants by the NHS employer is on the basis of their specification and is subject to the result of medical examination conducted by a medical clinic or hospital which is recognized by the DH.

### **ARTICLE X UNSUCCESSFUL CANDIDATES**

The POEA shall retain documents of workers who were not successful at interview.

### **ARTICLE XI SUCCESSFUL CANDIDATES**

1. The DH will ensure that NHS Employers provide an offer of employment following successful interview, receipt of two satisfactory professional references, checking of professional qualifications, other conditions and occupational health clearance.
2. The DH shall inform the POEA of the names of successful candidates within two weeks of the completion of the interviews. Unsuccessful applicants may be referred by the POEA for possible employment with other employers.

3. The POEA will work with the Philippine Regulation Commission to obtain evidence of registration required for the UKCC application and will collate all documentation required for applications with the United Kingdom Central Council (UKCC) and forward this to the DH.
4. The DH will ensure that the NHS Employer will pay the cost of initial application to the UKCC (£70 STG) on behalf of the applicant.
5. The POEA will ensure that in the three (3) months prior to departure for the UK, successful applicants undergo a basic medical examination at a laboratory which is recognized by the DH, including blood tests for hepatitis B (Surface antigen and surface antibodies), rubella and chicken pox, chest x-ray and skin test for TB. The POEA will ensure that successful applicants bring their chest x-ray with them to the UK.
6. The POEA will ensure that successful applicants provide evidence of a police check carried out within the three (3) months immediately prior to departure for the UK, if the post they have been offered will involve unsupervised access to children and babies.
7. The POEA will ensure that successful applicants have a UKCC Registrar's decision letter, a valid Philippine passport and a UK work permit and entry visa prior to departing for the UK.
8. Both parties to this agreement will ensure that nurses will only be employed to a supervised practice placement leading to professional registration should this be required by the United Kingdom Central Council (UKCC) at the point of initial application.
9. The DH will ensure that NHS Employers utilize their own individual employment contract, which takes account of local terms and conditions. Successful applicants will be employed subject to the terms and conditions of the individual NHS employment contract including disciplinary procedures. The employment contract will include standard clauses which are detailed in appendix 2.
10. The DH will ensure that the NHS employer sends the employment contract signed by them, and the original Work Permit to successful applicants after their Work Permit has been received by the NHS Employer.
11. The POEA will ensure that applicants sign an Employees Undertaking form (appendix 3) entitling the NHS employer to:
  - Recover from the applicant the cost of UKCC application, should the applicant not arrive to take up post.

- Recover from the applicant the full cost of the initial airfare to the United Kingdom to take up employment, if the employee resigns from their post to take up another post in the UK within 12 months of commencement.
12. The POEA shall provide a Pre-Departure Orientation Seminar to selected applicants for which a certificate shall be issued. The DH will wish to contribute to planning the content, and timing of this seminar to include information to equip applicants with a basic understanding of the employment contract, information about England, the NHS and living and working in London.

## **ARTICLE XII WORK PERMIT AND UK VISA ARRANGEMENTS**

1. The DH will ensure the NHS employer is responsible for making Work Permit applications for successful applicants providing receipt of all supporting documentation and UKCC Registrar's letter occurs no less than four (4) weeks prior to arrival.
2. The POEA will not expect the NHS employer to make Work Permit applications for successful applicants without providing all supporting documentation and UKCC Registrar's letters to the NHS employers prior to four (4) weeks before estimated arrival.
3. The DH shall inform the POEA of the status of Work Permit applications and their approval four (4) weeks before the estimated arrival of an applicant.
4. The POEA will ensure that the applicant, following receipt of the original Work Permit and employment contract applies for the UK entry visa.
5. The DH will ensure that the NHS Employers bear the expenses of the UK entry visa application (£70 STG) by providing reimbursement to applicants upon production of a receipt for the cost of the UK entry visa following their arrival in the UK.
6. The POEA will inform the DH when the successful applicant has obtained the UK visa.

## **ARTICLE XIII TRAVEL ARRANGEMENTS**

1. DH shall inform the POEA using the predetermined spreadsheet, of the candidates to take up employment on the start date, no less than four (4) weeks prior to departure.
2. The POEA will ensure that all required documents are with the NHS employer and that applicants have a Work Permit and visa prior to arranging flights.

3. The POEA will arrange flights to London for successful applicants but not prior to four (4) weeks in advance of estimated arrival, or final confirmation of actual starters from the DH.
4. The POEA will ensure that successful applicants obtain travel insurance for the period of travel to take up employment in the UK.

#### **ARTICLE XIV ON ARRIVAL**

1. The DH will ensure that the NHS employer provides an induction programme for successful applicants upon taking up employment.
2. The DH will ensure that the NHS employer will health screen each applicant in accordance with their Occupational Health guidelines and undergo the appropriate occupational health assessment and are deemed fit for work or the necessary adjustments to the workplace are organized in keeping with the Disability Discrimination Act 1995.
3. The POEA will arrange replacement nurses for those who are not passed fit following Occupational Health Screening only in consultation with the NHS employer.
4. The DH will ensure that the NHS employer provides supervised practice for successful applicants should this be required by the UKCC for professional registration in the UK.
5. The health screening undertaken by the NHS Employer under this clause will initially be only for the purposes of the agreed pilot scheme. At the end of the pilot scheme DH will review the need for health screening on arrival and in that review consult POEA.

#### **ARTICLE XV SUCCESSFUL APPLICANTS WHO DO NOT TAKE UP EMPLOYMENT**

1. The POEA will make every effort to ensure that successful applicants commence employment on a date specified at the interview. Should the applicant not take up employment on this date for any reason, following negotiation with the DH, the successful applicant will be offered the opportunity to take up employment on the next planned arrival day unless they are unfit for employment following Occupational Health screening.
2. The NHS Employer will advise the POEA of any renewal or termination of the employment of employees employed under this agreement.

**ARTICLE XVI  
REVIEW OF PROCESSES**

1. The DH and the POEA agree to design a continuing Exchange Programme for personnel of the POEA to visit London to enhance client relations and workers' monitoring onsite.
2. The POEA and the DH will review the appropriateness of the interview venue after the pilot campaign. The POEA will not reject a reasonable request to conduct interviews outside the POEA premises.

**ARTICLE XVII  
REPATRIATION OF EMPLOYEES**

1. The DH shall ensure that any NHS employer acting under the terms of this agreement agrees:
  - To be responsible for the cost of one economy class airfare for successful applicants from the place of interview in the Philippines to the place of work in England to take up employment.
  - Should the applicant unjustifiably refuse to travel, the applicant may incur administrative sanctions duly approved and pursuant to Section 2, Rule 7 of the POEA Regulations.
  - To be responsible for the repatriation expenses of the successful applicants if he/she remains in the NHS employers' employ for at least 24 months or provide a monetary equivalent.
2. In the event of death in employment the NHS employer will fund the cost of the repatriation of the employee's body to the Philippines.
3. The POEA agrees that the NHS employer shall be responsible for repatriation expenses if the NHS employer following the allocated period of supervised practice does not deem the employee suitable for recommendation to the UKCC.
4. The POEA agrees that the NHS employer shall not be responsible for repatriation expenses if the employee resigns from their post less than 24 months after the date of taking up employment.
5. "Repatriation expenses" means the cost of one economy class airfare for successful applicants from the place of work in England to the place of original interview in the Philippines.



**ARTICLE XVIII  
FEES AND TERMS OF PAYMENT**

1. The DH shall ensure that any NHS employer acting under the terms of this agreement agrees:
  - To pay the POEA the sum of one hundred and forty pounds (£140.00 STG) per successful applicant as a processing fee, seventeen pounds (£17.00 STG) per successful applicant as contribution to the Worker's Welfare Fund and an additional thirty five pounds (£35.00 STG) as standard contribution to the Employee's Guarantee Trust Fund to be administered by the POEA.
  - Not to make these charges to the selected applicant.
  - The POEA will provide their bank account for the direct transfer of funds by the individual NHS employer.
  - The POEA will invoice the employing NHS Trust prior to the departure of the applicants for the administration charge, and the workers welfare fund, and the NHS Employer will provide payment of this into their account on the departure day of the applicants for the United Kingdom by BACS payment.
2. The DH will inform the POEA when the payment has been made.
3. The POEA may suspend its services to the NHS employer if overdue accounts are not settled within 90 days of receipt of the invoice.

**ARTICLE XIX  
COMPLIANCE WITH LAW**

The Parties shall ensure compliance with UK law and immigration rules in the employment of Filipino nurses and the protection of their rights and general welfare.

**ARTICLE XX  
DATA PROTECTION ACT 1998**

The POEA agrees to observe the provisions of the Data Protection Act 1998, and to ensure that its staff, servants and agents comply with this responsibility.

**ARTICLE XXI  
VALIDITY AND DURATION**

This Agreement shall remain in full force and effect for a period of (3) years and shall be automatically renewed unless one Party officially notifies the other party,

through diplomatic channels, of its desire to suspend or terminate this Agreement. In such a case, the Agreement shall remain valid until thirty (30) days after the date on which one Party receives an official notification from the other Party expressing the desire of the latter to suspend or terminate the validity of this Agreement.

**ARTICLE XXII  
SETTLEMENT OF DISPUTES**

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled by consultations or negotiations, through diplomatic channels.

**ARTICLE XXIII  
FORCE MAJEURE**

1. Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under this agreement which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.
2. If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates the failure or delay will continue.
3. If any circumstances of Force Majeure arise, either Party may, after consulting the other, terminate this Agreement in accordance with Article XXI.
4. For the purposes of this condition, "Force Majeure" means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned, but shall not include any industrial action occurring within the POEA's organization or within any sub-contractor's organization.

**ARTICLE XXIV  
ENTRY INTO FORCE**

This Agreement shall apply provisionally from the date of its signature and shall enter into force on the date of the later written notification by the Parties, through diplomatic channels, indicating that the domestic requirements for its entry into force have been complied with.

**ARTICLE XXV  
AMENDMENTS**

Any amendment or revision to the text of this Agreement shall be done by mutual consent of the Parties. The amendment or revision shall enter into force in accordance with the preceding paragraph of this Agreement.

Done this 8<sup>th</sup> day of January, 2002 in London, United Kingdom of Great Britain and Northern Ireland, in duplicate in the English language, both texts being equally authentic.

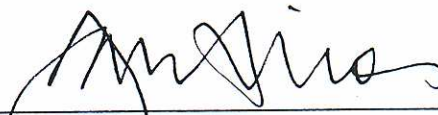
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**H. E. Cesar B. Bautista**  
Philippine Ambassador to the  
Court of Saint James's



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**David Amos**  
Deputy Director of Human Resources  
for the National Health Service