



Philippine
Overseas
Employment
Administration

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MEMORANDUM CIRCULAR NO. 10
Series of 2018

TO : **ALL CONCERNED**

SUBJECT : **GUIDELINES ON THE RESUMPTION OF THE DEPLOYMENT OF DOMESTIC WORKERS TO KUWAIT**

DATE : 13 June 2018

Pursuant to the **Agreement on Employment of Domestic Workers between the Government of the Republic of the Philippines and the Government of State of Kuwait ("Agreement")**, signed on 11 May 2018, and Administrative Order No. 254-A, Series of 2018, signed by Secretary Silvestre H. Bello III lifting the deployment ban for domestic workers to Kuwait and in compliance with Governing Board Resolution No. 02, Series of 2018 on the resumption of deployment of domestic workers to Kuwait, the following guidelines are hereby adopted.

The Philippine Recruitment Agencies (PRAs) and principals shall comply with the following:

A. Medical Fitness and Work-Readiness of Domestic Workers

1. Only medically fit domestic workers free from infectious/transferrable diseases, as certified by medical clinics accredited by the Department of Health to conduct medical examination for OFWs, shall be deployed for overseas employment;
2. Only domestic workers within the allowable age; properly trained in accredited training institutions; and properly certified on household work and received satisfactory orientation on Kuwaiti law, customs, traditions, mores, and values shall be deployed;
3. PRAs shall ensure that their workers are cognizant of the terms and conditions of their employment contracts and oblige them to strictly observe Kuwaiti laws, morals, ethics and customs while in Kuwait;
4. PRAs shall allow their domestic workers to undergo training in a training center of workers' own choice except if PRAs pay for their domestic workers' training costs. Training centers with Technical Education and Skills Development Authority (TESDA) approved curriculum for domestic work shall only charge reasonable training costs and ensure livable and sanitary

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accommodations for their trainees. This is without prejudice to the issuance of separate guidelines for the regulation and monitoring of training centers for domestic workers;

5. Only domestic workers with good behavior and without criminal record as certified by the National Bureau of Investigation (NBI) shall be deployed.

B. Prohibitions on Unauthorized Fees

PRAs, including Foreign Placement Agencies (FPAs) and Employers, shall neither collect unauthorized fees nor impose charges to the salaries of domestic workers in connection with the workers' recruitment and employment.

C. Access to Legal Assistance, Communication and Dispute Settlement Mechanisms

1. Domestic workers shall have free access to legal assistance and counselling from concerned offices of both the Kuwaiti and Philippine government. For this purpose, the PRAs shall provide the contact details of the responsible government offices;
2. Domestic workers shall be allowed to possess and use a mobile phone or other communication devices to communicate with the workers' family and the authorities. The employers are prohibited from confiscating the workers' mobile phone and other communication devices;
3. The employer shall not retain any of the domestic workers' personal identity documents such as, but not limited to their passports. A passport is the property of the Philippine government and should not be in the possession of the employer;
4. The contracting parties shall have the right of recourse to competent authorities in case of contractual disputes in accordance with applicable laws, rules and regulations.

D. Renewal of Contract or Transfer of Employer

1. After the domestic worker has completed the employment contract, no domestic worker shall be compelled to continue working for any direct employer;
2. If the worker opts to renew her/his contract or to continue working but with a new employer, the domestic worker shall be presented to POLO for the

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confirmation of his/her consent, and the verification of the renewal or new employment contract, as the case may be;

3. In cases where the worker, without completing the employment contract but with the consent of the current employer, finds a new employer, the domestic worker shall be presented to POLO for the confirmation of his/her consent, and the verification of the new employment contract.

E. Escrow Deposit, Accreditation of Principals and Documentation of Workers

1. Foreign Placement Agencies (FPAs) hiring domestic workers shall, as condition for their accreditation or the renewal of their accreditation, put up an escrow account in accordance with Section 96(B) of the 2016 POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Workers as amended by POEA Governing Board Resolution No. 10, Series of 2016 providing for a minimum deposit in the amount of Ten Thousand United States Dollars (USD 10,000.00).

PRAs are obliged to inform their FPAs on the procedures for putting up an escrow deposit account.

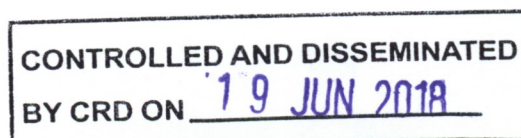
2. All documentary requirements for the recruitment and deployment of workers must be verified by the Philippine Overseas Labor Office (POLO) in Kuwait. Individual contracts should be signed by the FPA, the direct employer, the domestic worker, and the PRA.

For purposes of verification and accreditation, the POLO shall require the FPAs or employers to submit the following additional documents:

- a. Employer's salary certificate or proof of income to prove capacity to pay salary of the domestic workers;
 - b. Employer's complete residential address and contact details;
 - c. Name and number of household members and their age/s; and
 - d. Relevant information on work area/type of employer's residence.
3. Both the Kuwait-prescribed employment contract and the POEA Standard Employment Contract for domestic workers shall be verified, subject to the issuance of the unified employment contract prescribed by the Agreement not later than 90 days from the effectivity of this Circular. The copy of the POEA Standard Employment Contract (SEC) is hereto attached as Annex "A".

F. Monitoring and Reporting

1. The PRAs and FPAs shall monitor the status or condition of its deployed and hired domestic workers and the PRAs shall submit to the POEA Welfare and



Employment Office (WEO) quarterly report of their regular monitoring of deployed domestic workers regarding their condition in the direct employer's household with respect to their food, accommodation, clothing and registration in the Kuwaiti health insurance system covering the worker's treatment in case of illness or injury due to work and proper compensation for injuries sustained. The PRAs are also directed to monitor if their employers are giving their workers the reasonable opportunity to remit their salaries;

2. PRAs shall report to the POEA and to the POLO, any violations of the provisions of these guidelines and the employment contract for proper action under the Revised POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016.

In the event such violation/s poses a serious threat or danger to the safety, security or well-being of the domestic worker, the PRAs and FPAs shall take such measures consistent with the host country laws, rules and procedures in order to promptly gain custody of the domestic worker, and provide him/her with the appropriate assistance.

G. Welfare Officer/Counselor

1. The PRAs, upon deployment of one hundred (100) domestic workers, shall employ or appoint (subject to the acknowledgment of the POEA Licensing Branch) at least one (1) employee as a welfare officer/counselor in its office who shall be exclusively dedicated to monitoring, addressing and resolving the complaints of the domestic workers. This is without prejudice to the issuance of separate guidelines for the training accreditation, and evaluation of welfare officer/counselor;
2. The PRAs shall furnish all its deployed domestic workers, the POEA and the OWWA 24/7 Operations Center, with the contact number/details of their respective welfare officer/counselor;
3. The welfare officer/counselor shall be accessible to the domestic worker, the POEA and the OWWA 24/7 Operations Center, 24 hours a day, 7 days a week.

H. Applicability and Effectivity

This Circular shall also cover deployed domestic workers whose employment contracts with the deploying PRAs are still valid prior to its effectivity.

This Circular supersedes Memorandum Circular No. 09, Series of 2018.

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Further, this Circular takes effect after fifteen (15) days from the date of its publication in a newspaper of general circulation.



BERNARD P. OLALIA
Administrator

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**Standard Employment Contract
for Filipino Domestic Workers in the State of Kuwait**

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

A. EMPLOYER: _____
Nationality: _____ Civil ID No.: _____
Address: _____
P.O. Box No.: _____ Tel. No.: _____

Represented in Kuwait by:
FOREIGN PLACEMENT AGENCY (FPA): _____
Address: _____
Tel No. : _____

And the

B. DOMESTIC WORKER: _____
Address: _____
Civil Status: _____ Passport No: _____
Date & Place of Issue: _____

Represented in the Philippines by:
PHILIPPINE RECRUITMENT AGENCY (PRA): _____
Address: _____
Tel. No. _____

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment: Kuwait
2. Contract Duration: 2 years commencing from the domestic worker's departure from the point of origin to the site of employment.
3. Basic monthly salary: US\$400 (Minimum salary) or its KD equivalent
4. Work Hours: The domestic worker shall be provided with continuous rest of at least 8 hours per day. She or he must not work for more than 12 hours a day and must be allowed no less than an hour break after 5 consecutive hours of work.
5. Rest day: At least one (1) full day rest per week that is paid.
6. Annual Leave: At least 30 days paid annual leave.
7. Termination Compensation: 1 month for every year of service at the end of the contract.

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8. Free transportation to the site of employment and back to the point of origin upon expiration of contract or when contract of employment is terminated through no fault of the domestic worker and/or due to force majeure. In case of contract renewal, free round trip economy class ticket shall be provided by the employer.
9. The Employer shall furnish the domestic worker, free of charge, separate, suitable and sanitary living quarters as well as adequate food or food allowance. The domestic worker shall be allowed to cook her or his own food.
10. Free emergency medical and dental services for the domestic worker including facilities and medicine.
11. The employer shall provide the domestic worker with personal life, accident, medical and repatriation insurance with a reputable insurance company in the host country.
12. In the event of the death of the domestic worker during the term of this contract, his/her remains and personal belongings shall be repatriated to the Philippines at the expense of the employer. In case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the domestic worker's next of kin or by the Philippine Embassy.
13. The employer shall assist the domestic worker in opening a bank account under her or his name and in remitting a percentage of her or his salary through proper banking channels. The employer shall also allow the domestic worker the reasonable opportunity to remit his or her monthly salary to the Philippines.
14. Termination:
 - a. Termination by Employer: The employer may terminate the domestic worker's contract of employment for any of the following just causes: serious misconduct or willful disobedience by the domestic worker of the lawful orders of the employer or immediate household members in connection with his/her work; gross habitual neglect by the domestic worker of her duties; violation of the laws of the host country. The domestic worker shall shoulder the repatriation expenses.
 - b. Termination by the Domestic Worker. 1) The termination without just cause: the domestic worker may terminate the contract without just cause by serving a written notice on the employer at least one month in advance. Without such notice, the domestic worker shall shoulder his/her return transportation. 2) Termination for a just cause: the domestic worker may also terminate the contract without serving any notice on the employer for any of the following just causes: when the domestic worker is maltreated by the Employer or any member of his/her household; when the employer violates the terms and conditions of this contract; when the employer commits any of the following acts - deliberate non-payment of salary, physical molestation and physical assault. The Employer shall pay for the repatriation expenses.
 - c. Termination due to illness. Either party may terminate the contract on the grounds of illness, disease or injury suffered by the domestic worker; where the latter's continued employment is prohibited by law or is prejudicial to his/her health as well as to the health of the employer and his household. The repatriation expenses shall be shouldered by the employer.

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15. Settlement of Disputes. The FPA and employer should ensure that an aggrieved worker shall have access to the services of the Department of Domestic Labor, which has the jurisdiction to settle any dispute that arises between the parties to the contract. The Department of Domestic Labor shall settle the dispute within fourteen (14) days from the date that the complaint was filed. If a settlement is not reached, the dispute shall be referred to the competent court, which shall hear the case within thirty (30) days from the date that the referral was made. Litigants must be notified before at least two (2) weeks prior to the date of session and all domestic worker cases wherein the claimant is the domestic worker are to be free of judicial charges at all levels of the judicial proceedings.
16. Special Provisions:
- a. The employer shall treat the domestic worker in just and humane manner. In no case shall physical violence be used upon the domestic worker.
 - b. The domestic worker shall work solely for the Employer and his immediate household. The employer shall in no case require the domestic worker to work in another residence or be assigned in any commercial, industrial or agricultural enterprise.
 - c. The employer shall not deduct any amount from the regular salary of the domestic worker other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.
 - d. The employer shall pay the domestic worker's residence permit and exit/re-entry visa.
 - e. The employer shall not keep in his or her possession any of the domestic worker's personal identity documents such as the passport and civil identity documents.
 - f. The employer shall allow the domestic worker to have and use cellular phones and other means to communicate with their families and the Philippine Government. He or she should not confiscate them.
 - g. After the domestic worker has completed the employment contract and the worker opts to renew her/his contract or transfer to a new employer; or, in cases where the worker without completing the employment contract but with the consent of the current employer finds a new employer, a new employment contract shall be signed by the domestic worker and the employer and verified by the POLO. The employer shall present the domestic worker before the POLO to ensure that the domestic worker consents to the renewal or transfer of employment.
17. No provision of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or the POEA.
18. In the event of war, civil disturbance or major natural calamity, the employer shall repatriate the domestic worker at no cost to the domestic worker.
19. Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines or the host country. Any applicable provision on labor and employment of the host country are hereby incorporated as part of this contract.

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In witness thereof, we hereby sign this contract this _____ day of _____ at _____.

DOMESTIC WORKER

Name:

Signature:

EMPLOYER

Name:

Signature:

PHILIPPINE RECRUITMENT AGENCY

Name:

Signature:

FOREIGN PLACEMENT AGENCY

Name:

Signature:

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