

GUIDELINES ON THE DEPLOYMENT OF HOUSEHOLD WORKERS TO LEBANON

POEA MEMORANDUM CIRCULAR NO. 12 S. OF 1999, May 10, 1999

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Pursuant to existing POEA Governing Board Resolution No. 5 (Series of 1908), the following are the guidelines on the deployment of household workers to Lebanon:

I. Minimum Age Requirement

Female household workers shall be at least twenty-one (21) years of age.

II. Minimum Salary

The household worker shall be entitled to a minimum salary of US \$200 per month exclusive of food and accommodation.

III. Employment contract

The attached model employment contract providing the minimum terms and conditions of employment shall be adopted by foreign employers and principals. They may stipulate better terms and conditions of employment.

IV. Pre-Qualification of Foreign Placement Agencies/Principals Onsite

All foreign placement agencies/principals shall undergo pre-qualification by the Philippine Embassy. A Pre-qualification Certificate shall be issued accordingly.

The following documents shall be submitted to the Philippine Embassy.

1. Appropriate license issued by the host government;
2. Accomplished employer's information sheet;
3. Special Power of Attorney and Recruitment Agreement with the Philippine recruitment agency.

V. Accreditation and Processing of Employment Contracts of Foreign Placement Agencies

1. Documentary requirements for accreditation:

- Pre-qualification certificate together with the copy of the license to operate a placement agency issued by the appropriate authority of the host country with a certified English translation;
- Authenticated and verified Special Power of Attorney and Recruitment Agreement;
- Verified manpower request indicating the number of household workers required, salary and minimum qualification requirements.

2. Documentary requirements for contract processing:

- a. Request for processing (RFP);
- b. Individual employment contract;

- c. Individual employer's particulars to include complete address and telephone number;
- d. Visa/work permit;
- e. Worker's information sheet;
- f. Certificate of attendance to PDOS

VI. Arrival Monitoring

The foreign placement agency shall regularly inform the POLO/Philippine Embassy/Consulate of the arrival of household workers at the country of work for effective monitoring of these workers.

VII. Post-Deployment Welfare Assistance

Philippine recruitment agencies as well as foreign placement agencies, in close coordination with POEA and the Philippine Embassy shall.

- 1. assist in the settlement of disputes;
- 2. assist in the repatriation of household workers; and
- 3. report any significant incidents such as run-away, death, detention, among others.

All previous issuances inconsistent with this Circular are hereby repealed.

This Circular shall take effect immediately.

(SGD.) REYNALDO A. REGALADO

Administrator

STANDARD EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD WORKERS TO LEBANON

THIS EMPLOYMENT CONTRACT IS AGREED AND SIGNED BETWEEN

A. EMPLOYER _____

Nationality _____

Address _____

P.O. Box _____ Tel. No. _____ Fax No. _____

Represented by: In Philippines In Lebanon

Name of Agent: _____

Address: _____

Telephone No. _____

Fax No. _____

AND

B. HELPER _____ Civil Status _____

Passport No. _____ Place of Issue _____

Address/Tel No. _____

- Place of Employment: Residence of Employment at

Tel. No. _____ Fax No. _____

- Contract Duration: Two (2) years from Helper's arrival in Lebanon.
- Monthly Salary: US\$ _____ to be paid at end of each month and not kept by Employer for safekeeping. No deduction in salary shall be made by the Employer.
- Rest Day: At least one (1) day per week, preferably Sunday.
- Free transportation to site of employment and back to point of origin upon expiration of contract; when contract is terminated through no fault of Helper or due to force majeure.
- Employer shall provide Helper with free suitable housing, adequate food or food allowance; medical treatment, medicine and dental services.
- Employer shall provide Helper with insurance for hospitalization, medical, repatriation, deportation and accident or compensation benefits for work-connected illness or injuries in accordance with the laws of Lebanon. In case of repatriation of remains is not possible, same may be disposed of upon prior approval of Helper's family or by the Philippine Embassy.
- Employer shall bear the fees for processing the contract, the Employee's visa, work permit and residence permit.
- Employer shall give helper thirty (30) days paid vacation for the entire duration of the two (2) year contract. In case of contract renewal, Employer shall give Helper free round-trip air ticket to the Philippines.
- The Helper's belongings, in case of death during the contract, will be sent to the Philippines under arrangement between the Employer and the Embassy.
- Termination:
 - a. Termination by Employer: — The Employer may terminate Helper's contract for any of the following just causes: serious misconduct or willful disobedience by Helper of the lawful orders of Employer or immediate household members in connection with his/her work; gross habitual neglect by Helper of duties; violation of laws of host country. The Helper shall pay his/her return ticket to Philippines.
 - b. Termination by Helper:
 - Termination without just cause: Helper may terminate contract anytime for cause by serving written notice to the Employer at least one (1) month in advance. Without such notice, Helper shall pay his/her return transportation to the Philippines.
 - Termination for a just cause: Helper may terminate contract without serving notice for any of the following causes: when Helper is maltreated by Employer or member of his/her household; when Employer violates conditions of contract; when Employer commits any of the following acts - non-payment or delayed payment of salary, physical molestation and assault. The Employer shall pay for return ticket to Philippines.
 - Termination due to illness: Either party may terminate contract on grounds of illness, disease or injury suffered

by Helper, where Helper's continued employment is prohibited by law or is prejudicial to his/her health or to the health of Employer and his/her household. The Employer shall pay for the return ticket to the Philippines.

- Settlement of disputes. In case of dispute between Helper and Employer, the case must be referred by either party to the Philippine Embassy who shall settle the issue amicably. If unresolved, the Embassy and the Employer shall refer it to appropriate authorities of Lebanon for adjudication without prejudice to legal action the aggrieved party may take against the other.

- Special Provisions:

a. Employer shall treat helper in humane manner. Physical violence shall not be used upon Helper.

b. Helper shall work only for Employer and his immediate household. Employer shall not require Helper to work in another residence or place.

c. Employer shall provide Helper with a copy of this contract verified/processed by POEA.

d. The Helper shall keep in his/her possession his/her passport and iqama.

- The agent in Lebanon and in Philippines shall sign this contract as co-makers and guarantors of its implementation.

- This contract shall not be changed, amended or substituted without approval of the Philippine Embassy or POEA.

- Applicable provisions of laws on labor and employment of the Philippines and Lebanon are incorporated as bases of this contract.

Signed in Beirut, Lebanon on _____

Employer

Employee

Agency in Lebanon

Agency in Philippines

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