AMENDMENT TO MEMORANDUM CIRCULAR NO. 33

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With reference to Memorandum Circular No. 33 (series of 1996) providing for the lifting of the ban on the deployment of domestic helpers to Singapore, the following terms and conditions of the revised Standard Employment Contract for Filipino Household Workers in Singapore and the Agency Undertaking are hereby further amended:

I

Standard Employment Contract

1. Inclusion of item 3 on S$2,000 performance bond for employers as security of their compliance with the terms and conditions of the employment contract.

2. Deletion of the word "continuous" before eight hours rest in item 8.

3. Revision of terms of contract renewal in item 13.

4. Substitution of word "rescind" to terminate in items 16 and 17.

5. Inclusion of name of Singaporean agent as additional signatory.

II

Agency Undertaking

Inclusion of provision on the joint and several liability of employment agency and the employer for claim of the Household Worker arising from employer-employees relations.

The revised Standard Employment Contract and Agency Undertaking are contained in Annex A and B.

This order is effective immediately.

For strict compliance.

Adopted: 29 Aug. 1996

(SGD.) FELICISIMO O. JOSON
Administrator

Attachment: ANNEX A

Standard Employment Contract for Filipino Household Workers In Singapore

EMPLOYER: _____

ADDRESS: _____

IC/PASSPORT NO: _____ TEL. (RES) _____ TEL. (OFFICE) ____

AND

HOUSEHOLD WORKER: _____

ADDRESS: _____

PASSPORT NO.: _____ MARITAL STATUS: _____ AGE: _____

AND

SINGAPORE EMPLOYMENT AGENCY: _____

ADDRESS: _____

TELEPHONE NO.: _____ LICENSE NO.: _____

FAX NO.: _____

Represented in the Philippines by: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

LICENSE NO.: _____

It is hereby agreed as follows:

TERMS AND CONDITIONS:

1) This Contract shall be valid for two years effective on the day after arrival of HOUSEHOLD WORKER in Singapore. The SINGAPORE EMPLOYMENT AGENCY shall at all times monitor the employment's status and welfare of the HOUSEHOLD WORKER.

2) The EMPLOYER shall bear the cost of transportation of the HOUSEHOLD WORKER from his/her place of origin in the Philippines to Singapore. Upon completion of the employment Contract, the EMPLOYER shall likewise bear the cost of return transportation of the HOUSEHOLD WORKER to his/her place of origin in the Philippines.

3) The accredited agency shall require prospective employers of Filipino household workers to post a performance bond in the amount of two thousand dollars Singapore currency (S$2,000) with the P.O.L.O. Singapore as security for their compliance with the terms and conditions of the employment contract.

4) The HOUSEHOLD WORKER shall receive a basic and minimum salary of S$300 per month from the effectivity of this Contract, receipt of which shall be acknowledged by the HOUSEHOLD WORKER in writing. No deduction from the salary of the HOUSEHOLD WORKER shall be made other than those allowed under the Migrant Worker's Act of 1995 (Republic Act 8042).

5) At the end of the contract, the SINGAPORE EMPLOYMENT AGENCY shall not impose renewal, transfer, processing or any other fee on the HOUSEHOLD WORKER for its own or for the EMPLOYER'S account in connection with the transfer or renewal of the Contract. No other side contract shall be entered into among the parties other than this Contract.

6) Suitable accommodation and at least three adequate meals a day shall be provided the HOUSEHOLD WORKER by the EMPLOYER free-of-charge.

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7) Cost of medical services, including consultation, medicine, hospitalization and MOL (Ministry of Labour, Singapore) — prescribed regular medical check-up, shall be for the account of the EMPLOYER.

8) The HOUSEHOLD WORKER shall render service not exceeding 16 hours a day. The employer shall provide the HOUSEHOLD WORKER an eight-hour rest and reasonable rest periods during working hours.

9) The HOUSEHOLD WORKER shall be entitled to a day off on Sundays without deduction from the regular salary. If the HOUSEHOLD WORKER is obliged or agrees to work on his/her Sunday off, he/she shall be paid on additional S$10.

10) The HOUSEHOLD WORKER shall be courteous and polite to the EMPLOYER and members of his household and shall behave properly at all times. Likewise, the EMPLOYER and the SINGAPORE EMPLOYMENT AGENCY shall promote harmonious relations.

11) The HOUSEHOLD WORKER undertakes to perform diligently all duties of a domestic nature such as laundry, cooking, child/baby care, general cleaning and housekeeping. Car washing and body massage are excluded from the definition of domestic work.

12) The HOUSEHOLD WORKER shall render services only in the household of the EMPLOYER indicated in the WORKER's Ministry of Labour (Singapore) work permit card.

13) This Contract may be extended/renewed by mutual consent of both parties, under such terms and conditions which shall not be inferior to what are provided herein, and provided that the HOUSEHOLD WORKER's salary shall be increased by not less than 10% of the rate provided herein, regardless of the duration of the extended/renewed contract.

14) In the event of renewal or extension of the Contract, the EMPLOYER shall allow the HOUSEHOLD WORKER to take a paid leave of at least fifteen (15)days. The EMPLOYER shall also provide the HOUSEHOLD WORKER a round-trip airticket plus incidental travel expenses to the HOUSEHOLD WORKER's place of origin in the Philippines. However, if the HOUSEHOLD WORKER agrees to forego home leave, he/she shall be given the case of such value home leave not taken plus S$750.

15) In consonance with relevant provisions of the Singapore Immigration Act, and if for any reason whatsoever this Contract is terminated, necessitating the repatriation of the HOUSEHOLD WORKER, the cost shall be borne by the EMPLOYER. In the event of death of the HOUSEHOLD WORKER in Singapore or anywhere else in the course of employment, the EMPLOYER shall be responsible for the repatriation of the remains and the personal effects of the deceased HOUSEHOLD WORKER to his/her place of origin.

16) The HOUSEHOLD WORKER at any time shall be entitled to terminate this Contract for the following reasons:

i) the HOUSEHOLD WORKER is subjected to degrading treatment by the EMPLOYER or any member of the household;

ii) the EMPLOYER has violated the terms and conditions of this Contract;

iii) the EMPLOYER commits of the following acts: non-payment of salary within seven (7) days from the date it falls due except for justifiable reason; sexual molestation; or the use of any form of violence on the HOUSEHOLD WORKER.

17) The EMPLOYER shall at any time, be entitled to terminate this Contract if the HOUSEHOLD WORKER violates the Immigration Act of Singapore.

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18) The EMPLOYMENT AGENCY shall, at the first instance, intervene in any dispute — except those of a criminal nature — between the HOUSEHOLD WORKER and the EMPLOYER, if, for any reason whatsoever, this dispute is not resolved to the satisfaction of both parties, the matter shall referred to the Consulate General of the Philippines in Singapore. If the dispute still remains unresolved the matter shall referred to the appropriate government agencies of Singapore.

19) The SINGAPORE EMPLOYMENT AGENCY shall be responsible for the administrative processing of all necessary documents — such as medical certifications, insurance policy, work permit, levies and bonds that are required by the Singapore government for the HOUSEHOLD WORKER to acquire a legitimate working status.

IN WITNESS WHEREOF, the contracting parties having read carefully and fully understood the Terms and Conditions of this Contract, hereunto set their signatures below, this _____ day of _____, 19 ____ in Singapore.

_____ _____

HOUSEHOLD WORKER EMPLOYER

By: _____ _____

Authorized Singapore Agency Official Authorized Philippine Agency Official
(Position: _____)

ANNEX B

Agency Undertaking

The undersigned, _____ take note of the Guidelines for the Recruitment and Deployment of Filipino Domestic Helpers to Singapore (Terms and Conditions quoted below) and do hereby undertake to abide by these guidelines:

1. Only an employment agency pre-qualified with the Philippine Overseas Labor Office in Singapore (P.O.L.O. Singapore) and duly accredited with the Philippine Overseas Employment Administration (P.O.E.A.) shall be allowed to deploy Filipino household workers to Singapore. The accredited employment shall not engage in the hiring and deployment of household workers without passing through the POEA.

2. The accredited employment agency shall post a banker's guarantee in the amount of five thousand dollars, Singapore currency (S$5,000) with P.O.L.O. Singapore as security for the agency's compliance with relevant Rules and regulations, including these guidelines, relating to the deployment and welfare of Filipino household workers to Singapore.

3. The accredited employment agency shall enter into a contract, duly authenticated at the Philippine Consulate General in Singapore, with the employer and the Household worker under terms and conditions prescribed by the P.O.E.A.

4. The accredited employment agency shall require prospective employers of Filipino household workers to post a performance bond in the amount of two thousand dollars, Singapore currency (S$2,000) with the P.O.L.O. Singapore as security for their compliance with the terms and conditions of the employment contract.

5. The accredited employment agency shall be responsible for the welfare of household workers it has deployed. The agency shall also assist in resolving employment-related problems, disputes and other such concerns for as long as the household workers is in Singapore until his/her repatriation to the Philippines. Unless, in the meantime the household worker has transferred to another duly accredited agency.

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6. The agency's accreditation may be suspended or cancelled for failure to comply with the above guidelines or upon the recommendation of the P.O.L.O. Singapore or the Philippine Consulate General in Singapore.

7. In accordance with the provisions in Section 10 of the Migrant Workers and Overseas Filipinos Act of 1995 (RA 8042), the accredited employment agency shall be jointly and severally liable with the employer for claim of the Household Worker arising from employer-employee relations.

In compliance with the above, please find enclosed the required Bank Guarantee.

NAME OF SIGNATORY _____ (Signature)

Designation: _____ (Seal of the Accredited Agency)

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