BILATERAL

COOPERATION FRAMEWORK ON EMPLOYMENT OF DOMESTIC WORKERS BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

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First Party: The Government of the Republic of the Philippines represented by the Department of Labor and Employment:

Second Party: The Government of the Hashemite Kingdom of Jordan represented by the Ministry of Labor;

Based on their shared desire to ensure, protect the rights and promote the welfare of Filipino domestic workers and employers in Jordan in accordance with the Jordanian Laws relating to domestic workers and the Philippine laws on recruitment and deployment of Filipino domestic workers; and

To lay down arrangements regulating the recruitment and employment of Filipino domestic workers in Jordan and secure their legal protection, this framework is based on the memorandum of understanding signed between the two countries.

Have agreed as follows:

ARTICLE ONE
RECRUITMENT OF DOMESTIC WORKERS

Recruitment, deployment and arrival of Filipino domestic workers in the Hashemite Kingdom of Jordan shall be done through Jordanian Recruitment Agencies (JRAs) licensed for that purpose in partnership with Philippine Recruitment Agencies (PRAs) also licensed for that purpose, in accordance with legal procedures in force in both Parties.

ARTICLE TWO
ENTRY AND REPATRIATION OF DOMESTIC WORKERS

Recruitment and entry of domestic workers, as well as their repatriation under this Cooperation Framework, shall be in accordance with the relevant laws and regulations of both Parties.

ARTICLE THREE
STANDARD EMPLOYMENT CONTRACT

The recruitment and employment of Filipino domestic workers shall be governed by a standard employment contract whose format and content shall be agreed on by the Parties.

The employment contract shall provide, among others, for the following:

(a) Rights and obligations of the employer, worker, Philippine Recruitment Agency and Jordanian Recruitment Agency
(b) A special provision for a personal life, accident, medical and repatriation insurance coverage for the worker to

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be paid by the employer;
(c) Terms and conditions of employment such as salary, working conditions, and
(d) Repatriation of the worker upon completion of the contract or in cases of grave emergencies, or of the worker's human remains and property in the event of death. All contracts shall be written in English and Arabic. In case of a dispute, the English version shall prevail.

ARTICLE FOUR
CONTRACT VERIFICATION

Employment contracts should be verified by the Philippine Overseas Labor Office (POLO) and authenticated by the Embassy of the Republic of the Philippines in Amman.

ARTICLE FIVE
WORK AND RESIDENCE PERMIT

The work permit and appropriate visa shall be issued to a Filipino domestic worker before leaving the Philippines. The work permit and residence permit shall be issued to the domestic worker for the duration of the employment contract in accordance with legislation and laws in force in Jordan and which shall be immediately renewed by the Jordanian employer upon its expiration.

ARTICLE SIX
CONTRACT RENEWAL AND CHANGE OF EMPLOYER

After the domestic worker has completed the employment contract and opts to renew it or transfer to a new employer, or in cases where the worker without completing the employment contract finds a new employer with the consent of the current employer, a new employment contract shall be signed by the domestic worker and the new employer that the POLO shall verify. The employment contract shall be in four (4) copies to be distributed to the domestic worker, employer, POLO and the Ministry of Labor of Jordan. The employer shall present the domestic worker before the POLO to ensure that the domestic worker consents to the renewal or transfer of employment. In case of transfer of employment, the new employer shall present a copy of the new work permit under his/her name.

ARTICLE SEVEN
OBLIGATIONS OF BOTH PARTIES

Both Parties shall:

- Uphold safe recruitment policies and abide by rules and procedures to prevent the recruitment of any Filipino domestic worker except through official channels in accordance with legislations and procedures in force by both Parties;

- Open all areas of cooperation relating to sending and recruiting domestic workers through licensed recruitment offices or agencies;

- Establish a mechanism for collaborative administration of the contract employment cycle including the use of technology and exchange of information, strengthening regulations to combat human trafficking and regulation of recruitment agencies to enforce fair and transparent recruitment practices. The mechanism may include: (a) Standard employment contract; (b) Joint database of approved contracts and data on arrivals and departures, renewal and change of employer; (c) A reporting mechanism for distressed workers; (d) A joint mechanism for the rescue of distressed workers; (e) Capability building for employment agencies and Embassy and POLO personnel through training on ethical recruitment principles and standards;

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- Regularly provide each other with an updated list of relevant fees and costs collected by recruitment agencies in Jordan and in the Philippines and reduce the costs of recruitment of domestic workers;

- Ensure that the licensed and accredited PRAs and JRAs shall comply with the Laws, By-laws and Regulations of both countries;

- Ensure that their offices and agencies will only employ Filipino domestic workers who are 23 years of age or older. The PRA responsible for deploying and employing an under aged worker shall be held responsible, and the JRA shall be responsible for the immediate return of the worker to her country according to the legislation and laws of both countries;

- Set up a mechanism and take legal measures against erring employers, domestic workers, PRAs or JRAs for any violation of the employment contract provisions, applicable laws, rules and regulations;

- Ensure that the parties to the standard employment contract have the right of speedy recourse to competent authorities in case of contractual disputes, in accordance with applicable laws, rules and regulations in Jordan.

- Require their accredited offices and agencies to provide employers and domestic workers with guiding leaflets on their rights and obligations and to undertake other modalities of information dissemination in order to reduce cases of misunderstanding that may happen because of differences in cultural habits and traditions. The JRAs and PRAs shall keep records of all Filipino domestic workers in Jordan. The Philippine Embassy/POLO has the right to obtain a copy of the records directly from the JRAs.

ARTICLE EIGHT
OBLIGATIONS OF THE FIRST PARTY

The First Party shall:

- Ensure that the prospective domestic workers are trained and certified on housework by the Technical Education Skills and Development Authority (TESDA);

- Ensure that the domestic workers undertake medical examination in duly accredited hospitals and medical centers accepted and verified in accordance with the applicable laws and regulations in force at the Ministries of Health of both Parties;

- Ensure that the arriving domestic workers meet the medical requirements imposed by the First Party and that they are devoid of all infections or transferable diseases or any diseases that makes the worker unfit through accurate and thorough medical examinations. A pregnancy test may be carried out upon their arrival in Jordan;

- Ensure that the Philippine National Bureau of Investigation issue a clearance to the domestic worker which indicates the she/he has no criminal record;

- Ensure that PRAs shall secure the written consent of the domestic worker to work as a domestic worker;

- Ensure that the recruited domestic workers are oriented on Jordanian basic language, laws, morals, ethics and customs;

- Ensure that PRAs shall not charge or deduct from the salary of the domestic worker any costs attendant to her/his recruitment and deployment or impose any kind of unauthorized salary deductions;

- Undertake to notify the deploying JRA or the Jordanian Ministry of Labor regarding domestic workers who leave their workplace and seek refuge at the Philippine Embassy/POLO subject to the observance of diplomatic immunities and privileges of the place of shelter; and

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- Impose sanctions against erring PRAs for committing a recruitment violation.

- If the Philippine employment agencies violate any of their obligations in the above items or the worker refuses to work without justification or leave the place work to an unknown destination without any reasons during the first three months form the arrival date of the domestic worker to Jordan, the First party shall take the measures to ensure that the Philippine employment agencies shall Compensate or replace the worker.

ARTICLE NINE
OBLIGATIONS OF THE SECOND PARTY

The Second Party shall:

- Guarantee that the domestic workers can exercise their rights as provided under Jordanian laws, rules and regulations;

- Ensure that Jordanian employers (a) provide the domestic worker with clothing, suitable food and decent accommodation, (b) obtain repatriation, life and medical insurance policy in favour of the domestic worker for her/his treatment in case of illness or injury due to work and to compensate her/him for job injuries, (c) transport the body of the deceased domestic worker to her/his country when she/he dies in his home unless death is due to an offense committed by the perpetrator, and (d) pay the wages for the month that the domestic worker died and other rights as provided in the Hashemite Kingdom of Jordan. The domestic workers shall be allowed to cook their own food if they so desire;

- Guarantee that the employer shall open a bank account in the name of the Filipino domestic worker and deposit his monthly salary from the first month of his employment, and within no more than seven days from the salary due date. The employer and the domestic worker shall keep a copy of the depositing coupon as proof of payment. The employer should also allow the domestic worker a reasonable opportunity to remit his/her monthly salary to the Philippines as provided under the employment contract;

- Guarantee that the employer shall not employ the Filipino domestic worker in any work or household other that what is stated in the standard employment contract. It also guarantees that the Filipino domestic worker shall have one paid day off each week outside the employer's residence. There shall also be no restrictions on his/her correspondence or religious practices provided that the latter does not offend the religious sensitivities of the employer and his/her family or their customs and traditions. Furthermore, the domestic worker shall be provided with continuous rest of at least 8 hours per day. He/she 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;

- Ensure that employers shall allow the domestic workers to keep and use mobile phones, have access to the internet and other means to communicate with their families and their government that will not interfere with their working hours and the privacy of the employer’s family. The employers are prohibited form confiscating them;

- Ensure that the employers do not confiscate and keep in their possession any of the domestic workers' personal identity documents such as passport or iqama. Both Parties agree that the passport is the property of the Philippine government under its law, and should not be in the possession of the employer;

- Establish a mechanism that will provide a 24 hour assistance to the domestic worker including a system for inspection and monitoring of the living and working conditions of the domestic workers;

- Disqualify employers from recruiting Filipino domestic workers who have records of contract violations or abusing workers and pursue appropriate legal action against these employers;

- Ensure that an aggrieved domestic worker shall have access to the legal assistance and services of the Jordanian

Ministry of Labor that has the jurisdiction to settle any dispute arising between the parties to the contract. The Jordanian Ministry of 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 at least two (2) weeks prior to the date of hearing 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;

- Work on to set up a Jordan Social Welfare office to assist in conciliating cases, provide temporary shelter and expedite the repatriation of domestic workers who would like to return to Philippines. Strengthen the cooperation between the Jordanian Ministry of Labor and the Philippine Embassy/POLO to negotiate and resolve domestic workers; complaints against their uncooperative and abusive employers; and

- Facilitate with assistance of JRA, the repatriation of domestic workers upon contract completion, labor contract violation by the employer, or in cases of grave emergencies, including but not limited to war, civil disturbance, epidemic, and the like.

ARTICLE TEN
JOINT COMMITTEE

A Joint Committee led by senior officials of both Parties shall be formed to implement the following tasks:

- Follow up

- the implementation of Joint Undertaking;

- Conduct annual meetings, review, assessment and monitoring of the implementation of this Agreement alternately in the Philippines and Jordan, or as may be necessary and upon the request of one of the Parties;

- Formulate a standard employment contract for domestic workers;

- Resolve any issues arising from the implementation and enforcement of any provision of this Agreement; and

- Any dispute arising out of the interpretation or implementation of this Agreement shall be settled by both Parties amicably through diplomatic channels.

ARTICLE ELEVEN
VALIDITY, AMENDMENT, SUSPENSION AND TERMINATION

This Cooperation Framework shall take effect from the date of the publication in he Official Gazette for the Jordan side and the later written notification form Filipino side, through diplomatic channels, indicating that the requirements for its effectivity have been completed.

It may be subject to amendment with the consent of both Parties. The amendment shall enter into force according to the above-mentioned procedures of the preceding paragraph.

It shall remain in force and effect for a period of four (4) years and shall be renewed automatically for similar periods thereafter, unless either Party notifies in writing through the diplomatic channels of its desire not to extend this Agreement six (6) months prior to the ending of its validity.

The termination of this cooperation framework shall not affect the completion of the ongoing activities that have been started for implementation.

Done in Amman on 6th, September 2018, in two originals, in English and Arabic, both texts being equally authentic.

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For
The Government of the Republic of
Philippines

For
The Government of the
Hashemite Kingdom of Jordan

(Sgd.)

(Sgd.)

Silvestre M. Bello
Secretary of Labor and Employment

Samir Said Murad
Minister of Labor

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