MEMORANDUM CIRCULAR NO. 19
(Series of 1987)

TO : ALL PRIVATE EMPLOYMENT AGENCIES, PRINCIPALS
    HIRING FILIPINO HOUSEHOLD WORKERS FOR
    SINGAPORE, HOUSEHOLD WORKERS

SUBJECT : STANDARD EMPLOYMENT CONTRACT FOR FILIPINO
          HOUSEHOLD WORKERS IN SINGAPORE

Please be informed that the Administration has
approved a standard employment contract (copy attached)
which shall govern the employment of Filipino household
workers in Singapore.

In view of this, all parties to the employment
of Filipino household workers bound for Singapore are ad-
vised to be guided by and adopt this employment contract
effective immediately.

This employment contract provides for the basic
and minimum requirements for the employment of Filipino
household workers. Contracts with provisions or benefits
over and above those provided for in the standard employment
contract should however be honored and implemented.

The Adjudication Department of the Administration
shall decide all claims in accordance with this Standard
Employment Contract.

For strict compliance.

EMPLOYMENT CONTRACT

STANDARD EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD WORKERS IN SINGAPORE

AN AGREEMENT is made this ___ day of ___________, 19__

BETWEEN

EMPLOYER:

Address:

Telephone Number:

I.C./Passport No.:

AND

WORKER:

Philippine Address:

Passport No. _______ Marital Status _______ Age _______

Through the facilities and representation of :-

Singapore Employment Agency:

Address:

Telephone Number:

Licence Number:

Philippine Employment Agency:

Address:

Telephone Number:

Licence Number:

It is hereby agreed and declared as follows:-

1. DURATION AND EFFECTIVITY OF CONTRACT

The Employer shall employ the Worker and the Worker shall serve as a domestic helper for a period of two (2) years commencing on the date of worker's arrival into Singapore.

2. MONTHLY SALARY/WAGES

The worker shall be paid a minimum salary of Singapore Do
lars Three Hundred ($300.00) per month payable in cash at the end of each calendar month. The monthly salary must be duly acknowledged by the Worker.

3. WORKING HOURS

The Worker is expected to commence her daily duties by ensuring that reasonable morning requirements of the Employer and his/her family are met and prepared on time and shall ensure that her day's chores are completed before retiring to bed. The Employer shall ensure that the Worker is given at least a continuous period of eight (8) hours of sleep. Adequate rest period shall also be provided during the day depending on the work load.

4. DAY-OFF

Frequency of the Worker's day-off shall be two (2) days per month and shall be treated with flexibility. Days-off shall be paid days-off and should the Employer suffer the Worker to work during her days-off, an additional compensation of S$10.00 shall be given on top of her basic salary for each day-off foregone by the Worker.

5. DUTIES AND RESPONSIBILITIES OF THE WORKER

The Worker undertakes to perform diligently and faithfully all duties of a domestic nature such as but not limited to laundry, cooking, child or baby care, general cleaning and housekeeping of the residence of the Employer including care of pets and other relevant household chores which the Employer may from time to time require.

The Worker is expected at all times to observe proper decorum and shall be courteous, polite and respectful to her Employer and members of his/her family. She shall also observe the Code of Discipline for Filipino Workers and abide by the laws of Singapore and respect its customs and traditions.

6. DUTIES AND RESPONSIBILITIES OF EMPLOYER

The Employer shall at all times treat the Worker in a just and humane manner. Under no circumstance shall physical violence be used by the Employer or any member of his/her household on the Worker. The Employer shall further undertake to create harmonious relations and working conditions which are conducive to good employer-employee relations.

7. TERMINATION OF CONTRACT

Neither the Employer nor the Worker may unilaterally cancel this Contract except as follows:

a) The Employer may terminate this Contract when the Worker-
   i) wilfully disobeys the Employer's just orders
   ii) commits serious acts of misconduct or dishonesty
   iii) habitually neglects her duties
   iv) violates the laws of Singapore
   v) is certified medically or mentally unfit
b) The Worker may terminate this Contract upon the following:

i) when the Worker is subjected to inhuman treatment by the Employer or any member of his/her household

ii) when the Worker reasonably fears physical harm from violence or disease

iii) when the Employer violates the terms and conditions of this Contract

iv) when the Employer commits any of the following acts - deliberate non-payment of salary, sexual molestation, physical assault and illegal employment.

8. DISPUTE SETTLEMENT

In case of any dispute between the Worker and the Employer, it shall be the responsibility of the Local Employment Agency who recruited the Worker to participate and intervene in the settlement of the dispute. If despite the Agency's efforts, the dispute is still unresolved, the matter may be referred to the Philippine Labour Attache at the Philippine Embassy who shall endeavor to settle the issue amicably to the best interest of both parties. If the dispute still remains unresolved, the Labour Attache shall refer the matter to the appropriate Labour Authorities of Singapore for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

9. RESPONSIBILITY FOR REPATRIATION

Where the Worker violates this Contract without legal basis and on grounds attributable only to herself without fault of the Employer or commits any of the acts enumerated in Clause 7(a) of this Contract giving the Employer just cause to terminate this Contract, the Worker shall bear the cost of her own repatriation. In which case, the Agency and the Employer shall assist and ensure that the erring Worker is immediately repatriated.

When the Employer terminates this Contract or indiscriminately exercise his unilateral right to cancel the work permit of the Worker on grounds other than those enumerated in Clause 7(a), the Employer shall bear the cost of repatriation of the Worker.

In the case when the Worker has rendered at least one (1) year of service and the Employer terminates the Contract on less serious grounds other than those enumerated in Clause 7(a), the cost of repatriation shall be pro-rated according to completed length of service over the contract period.

10. REPATRIATION UPON RENEWAL OR COMPLETION OF CONTRACT

Upon completion of this Contract, the Employer shall furnish the Worker with a one-way economy class air ticket to the Philippines.

Should the contract be extended for a further period of two (2) years, the Employer shall allow the Worker to return to the Philippines on unpaid leave of not less than fifteen (15) calendar days. In this instance, the Employer shall furnish the Worker with a return economy class air ticket. If, however, the Worker does not wish to return to the Philippines on unpaid leave, the Employer shall pay her the sum equal to the cost of a round trip economy class air
ticket.

On expiry of the period of the extended contract, the Employer shall furnish the Worker with a one-way economy class air ticket to the Philippines.

11. GENERAL PROVISIONS

The Worker shall be entitled to the following benefits:

a) Free transportation from Manila, Philippines to site of employment.

b) Suitable accommodation free of charge and adequate meals at least three times a day.

c) Free medical services, including free hospitalization in case of illness or injury arising out of or in the course of employment. Should the illness or personal injury, as certified by a local Medical Practitioner, prevent her from further services, the Employer shall immediately take steps to repatriate her with a one-way economy class air ticket to the Philippines.

d) All necessary documents required by the Singapore Government for the Worker to acquire legitimate working status such as but not limited to medical certifications, insurances, work permits, levies and bonds shall be provided by the Employer free of charge to the Worker.

e) The Employer shall assist the Worker in the regular remittance of at least 50% of her salary or such percentage as indicated in the Worker's affidavit of undertaking to her designated beneficiaries in the Philippines through normal banking channels.

f) In case of death of the Worker, the Employer shall bear the expenses for the repatriation of the Worker's remains and personal properties to the Philippines.

12. SPECIAL PROVISIONS

A) The Worker shall work exclusively for the Employer and his/her immediate household. The Employer shall in no case require the Worker to work in another residence or at his/her business establishment.

b) It shall be unlawful to deduct any amount from the regular salary of the Worker other than the compulsory contributions prescribed by law.

The Worker with the assistance of the Employer may open a savings account under the Worker's own name up to a maximum amount of S$500.00. Deposits on such savings shall be taken from the Worker's monthly salary of not more than S$50.00 per month. This account shall be allocated for the Worker's repatriation cost in case she terminates this Contract without just cause. The amount of savings shall be given to the worker upon her completion of this Contract.

c) The Local Employment Agency that recruited the Worker shall monitor the employment status of the Worker and provide back-up services to the Employer with the view of ensuring harmonious employment relations.
d) The Employer shall provide the Worker with Personal Accident Insurance coverage in the amount of not less than $10,000 for the duration of the Contract of Employment at no cost to the Worker.

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.

(Signature of Employer) (Signature of Worker)

Acknowledged and Witnessed by the Agency

(Sign and Stamp)