Memorandum Circular No. 34
(Series of 1988)

Pursuant to Governing Board Resolution No. 21, Series of 1988, dated 30 September 1988, providing for the lifting of the suspension of the deployment of domestic helpers and similar skills to SINGAPORE, the following guidelines are hereby issued for the information of all concerned:

1) A demand bond or banker's guarantee in the amount of S$2,000 as offered by Singapore employment agencies shall be secured by the employer for the domestic helper to guarantee full compliance of the required salary rate, airline ticket and non-deduction from the salary of the domestic helper. Said bond shall be a requirement for the verification of the domestic helper contract by the Philippine Labour Attaché in Singapore.

2) A revised Standard Employment Contract (SEC) shall be adopted which includes the following minimum provisions:

   a. Salaries of all Filipino domestic helpers presently employed or leaving for employment in SINGAPORE shall be adjusted according to the following schedule:

   1. Effective immediately - US$150.00
   2. Effective July 01, 1989 - US$175.00
   3. Effective January 01, 1990 - US$200.00

   b. day-off of four (4) days per month, preferably on Sundays

   c. passport custody by the domestic helper

   d. minimum of 15 days paid leave after 12 months of service

   e. no unauthorized deductions from the salary of the domestic helper

[Signature]
f. no waiver of salary claims by the domestic helper
g. in case of transfer, a new contract is to be executed in the presence of the Philippine Labour Attache and no transfer of fees to be charged.

In case of dispute pertaining to the terms and conditions of employment of the domestic helper, the SEC, copy of which is hereto attached, shall be referred to in proving the minimum conditions of employment.

3) The following documents are required to be submitted to POEA for processing:

a. employment contract duly verified/authenticated by the nearest Philippine Embassy/Consulate; and
b. airline ticket.

This Circular shall take effect on 15 October 1988.

[Signature]
Thomas D. Alhacuso
Administrator

10 October 1988
ANNEX A - PERFORMANCE BOND SCHEME MECHANISM

1. TYPE/FORM: Performance Bond in the form of a banker's guarantee from any licensed bank in Singapore or insurance demand bond issued by any insurance agency authorized by the Singapore government.

2. AMOUNT: Two Thousand Singapore Dollars (S$2,000.00)

3. PAYOR: Employer of the Domestic Helper

4. BENEFICIARY: Domestic Helper (new-hired, re-hired, hired locally after completion of 2-year contract, transferee)

5. COVERAGE:
   a) Unpaid minimum monthly salary
   b) Air ticket from Manila to Singapore
   c) Return air ticket from Singapore to Manila per repatriation clauses of employment contract.

6. VALIDITY: Twenty-five months from date of arrival of domestic helper in Singapore.

7. RELEASE OF BOND:
   The bond may be released only upon Employer showing:
   a) A joint declaration by the employer and worker that worker had been/is being repatriated or officially transferred employment.
   b) If applicable, a clearance issued by the Labor Attache that the Employer has fulfilled all his obligations.

   In case of transfer of employment, a new bond from the new employer shall be furnished prior to the release of the original employer's bond.

8. AUTHORITY TO ADMINISTER THE BOND: Office of the Labor Attache, Embassy of the Philippines

9. PANEL OF ARBITRATORS:
   a) Philippine Labor Attache
   b) Representative from agency's association
   c) A third person agreed upon by (a) and (b).
10. **SUBMISSION OF BOND:**

a) Any employer wishing to hire a Filipino domestic helper shall secure a bond in the form of a banker’s guarantee or insurance demand bond.

b) Employer shall be required to submit the bond upon submission of employment contract to the Philippine Embassy and/or Labor Attache Office in Singapore for verification.

A copy of the bond, duly stamped by the Labor Attache, shall be attached to the authenticated employment contract submitted to the POEA for processing and documentation.

11. **ARBITRATION MECHANISM:**

The aggrieved domestic helper files with the Labatt Office a complaint against her employer on a case involving breach of the employment contract provisions on wages and/or airfare.

**A. FOR DOMESTIC HELPER UNDER DIRECT HIRE**

1) The Labatt meets with the complainant and the employer at the Philippine Embassy with the view to settle the dispute amicably.

2) The complaint must be resolved within 15 days from filing of the complaint and the decision enforced within 15 days from the date decision was handed down.

3) If the case is not settled amicably between the Labatt, the worker and the employer, the case shall be referred to the arbitration panel.

4) The Labatt shall convene immediately the panel of arbitrators to decide on the complaint within 15 days from the time the complaint was referred to the panel of arbitrators.

5) The decision of the arbitration panel shall be final and made in writing.

6) Accordingly, the Labatt issues a notice to the bank or insurance company as required by the bond.

7) The bank or insurance company issues payment to the worker within 15 days from the demand of the Labatt.
B. FOR DOMESTIC HELPERS HIRED THROUGH AN AGENCY

1) The Labatt shall refer the complaint, filed by the aggrieved domestic helper, to the placement agency.

2) The placement agency meets the employer and worker to settle the dispute amicably within 15 days from receipt of notification from the Labatt.

3) In the event that the dispute cannot be settled by the agency, the case must be referred to the Labatt.

4) Accordingly, the Labatt convenes the panel of arbitrators.

5) The decision of the panel of arbitrators shall be made within 15 days from endorsement of complaint to the arbitration panel.

6) The panel of arbitrator's decision shall be final and made in writing.

7) The Labatt will issue notice to the bank or insurance company as required by the bond.

8) The bank or insurance company issues the payment to the worker within 15 days from the demand of the Labatt.

C. IN CASE WORKER IS REPATRIATED TO THE PHILIPPINES BUT FILED HER COMPLAINT WITH LABOR ATTACHE BEFORE LEAVING, THE FOLLOWING PROCEDURE SHALL APPLY:

1) The Labatt convenes the panel of arbitrators.

2) The decision of the panel of arbitrators shall be made within 15 days from filing of the complaint.

3) The panel of arbitrator's decision shall be final and made in writing.

4) The Labatt will issue notice to the bank or insurance underwriter accordingly.

5) The bank or insurance underwriter issues payment to the Labatt in behalf of the worker within 15 days from demand of the Labatt. The Labatt remits the money claim to the worker in the Philippines through PDEA.
D. IN CASE WORKER IS REPATRIATED TO THE PHILIPPINES BUT FAILS TO FILE HER COMPLAINT WITH THE LABATT OFFICE BEFORE LEAVING, SAID WORKER SHALL IMMEDIATELY AND PERSONALLY FILE HER COMPLAINT WITH THE POEA. POEA SHALL COMMUNICATE WITH THE PHILIPPINE EMBASSY IN SINGAPORE ON ALL CASES FILED IN THE PHILIPPINES. IN THIS CASE, THE FOLLOWING PROCEDURE IS FOLLOWED:

1) The Labatt convenes the panel of arbitrators.

2) The decision of the panel of arbitrators shall be made within 15 days from filing of the complaint.

3) The panel of arbitrator’s decision shall be final and made in writing.

4) The Labatt will issue notice to the bank or insurance underwriter accordingly.

5) The bank or insurance underwriter issues the payment to the Labatt in behalf of the worker within 15 days from demand of the Labatt. The Labatt remits the money to the worker in the Philippines through POEA.
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: _______________________
Licensed Number: ________________________

AND

Philippine Employment Agency: ____________________________
Address: ________________________________
Telephone Number: _______________________
Licensed 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.
The worker shall be paid his/her monthly salary, according to the following schedule:

a) Effective immediately: US Dollar One Hundred Fifty (US$150.00)
b) Effective July 1, 1989: US Dollar One Hundred Seventy-Five (US$175.00)
c) Effective January 1, 1990: US Dollar Two Hundred (US$200.00)
or its equivalent in Singapore currency, payable in cash at the end of each calendar month. The monthly salary must be duly acknowledged by the worker in writing.

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 four (4) days per month, preferably Sundays. Days-off shall be paid days-off and should the Employer suffer the Worker to work during her days-off, an additional compensation of $20.00 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 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 THE 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. EMPLOYER'S PERFORMANCE BOND

To guarantee compliance with the terms and conditions of the
Employment Contract, the Employer shall procure a Performance Bond in the amount of Singapore Dollars Two Thousand (S$2,000). The bond shall be in the form of a Banker's Guarantee and shall be deposited with the Labour Attaché, Philippine Embassy.

In case of contract renewal, the Employer shall renew the bond for the same period as in the contract.

8. 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) willfully 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, physical molestation, physical assault and illegal employment.

9. SETTLEMENT OF DISPUTES

a. 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 Attaché 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 Attaché 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.

b. For disputes involving:

1) the minimum salary
2) recoupment of the Worker's air ticket from the Philippines to Singapore and
3) worker's return air ticket from Singapore to Manila as per repatriation clauses of the SEC.
The matter shall be referred to the Philippine Labor Attaché to settle it in accordance with the arbitration procedures established in POEA MEMORANDUM CIRCULAR No. ________, series of 1988.

PASSPORT CUSTODY

The Employer shall allow the worker to keep her passport within the duration of her contract. In case of conflict between the worker and the employer, the Philippine Embassy shall keep the passport in custody until such time that the conflict is resolved.

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 borne by the Employer.

REPATRIATION UPON RENEWAL OF 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 renewed the employer shall allow the Worker to return to the Philippines on a paid leave of not less than fifteen (15) calendar days. In this instance, the Employer shall furnish the Worker with 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.

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.

14. 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) No deductions shall be made from the regular salary of the Worker other than the compulsory contributions prescribed by Singapore law.

c) At no point in time shall the Helper be made to sign a Waiver of salary claims.

d) 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.

e) In case of transfer from one Employer to another, the Helper together with the new Employer shall execute a new Contract of Employment in the presence of the Philippine Labour Attaché who shall verify it and recommend its authentication by the Philippine Embassy. If such transfer was effected by the Local Employment Agency, the Helper shall not be charged any amount or transfer fee for this purpose.

f) The Employer shall provide the Worker with Personal Accident Insurance coverage in the amount of not less than S$10,000 for the duration of the Contract of Employment at no cost to the Worker.

15. NON-ALTERATION

No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy.
IN WITNESS THEREOF, 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)
GOVERNING BOARD RESOLUTION NO. 21
(SERIES OF 1988)

Whereas, the President and the Cabinet approved the recommendation of the Philippine Overseas Employment Administration (POEA) to suspend temporarily the deployment of Filipino domestic helpers worldwide without prejudice to the lifting thereof in countries where sufficient mechanism by which the protection and welfare of Filipino workers may be assured;

Whereas, per POEA evaluation of the bond scheme proposed by Singapore licensed agencies, said bond scheme is favorable to the domestic helper and guarantees employer's compliance with contract provisions on minimum monthly wage and airfare;

Whereas, a mechanism for the effective implementation of the bond scheme has been set up by the POEA in close coordination with the Philippine Embassy and Office of the Labour Attache in Singapore, the details of which shall form part of the implementing guidelines;

Whereas, per POEA study of the Singapore labour market, the provision of a minimum monthly salary of US$200 and day-off of four (4) days a month are necessary to ensure the welfare of Filipino domestic helpers in the country;

Now therefore, the Governing Board of the Philippine Overseas Employment Administration (POEA) hereby resolves to lift the suspension of deployment of domestic helpers to Singapore subject to the following conditions:

1. An insurance demand bond or banker’s guarantee in the amount of S$2000 shall be submitted by the employer as additional requirement for the verification of the domestic helper contract by the Philippine Labor Attache in Singapore.
2. The Worker shall be paid his/her monthly salary, according to the following schedule:

a. Effective immediately: US Dollar One Hundred Fifty (US$150.00)

b. Effective July 1, 1989: US Dollar One Hundred Seventy-Five (US$175.00)

c. Effective January 1, 1990: US Dollar Two Hundred (US$200.00)

Salaries of all Filipino domestic helpers presently in or leaving for jobsite shall be adjusted per above schedule.

3. The adoption of a revised Standard Employment Contract (SEC) which incorporates the following provisions:

a. day - off of four (4) days per month, preferably on Sundays.

b. provision on the bond and settlement of dispute relative to the bond.

c. passport custody by the domestic helper.

d. Minimum of fifteen (15) days paid leave in case of contract renewal.

e. no unauthorized deductions from the worker's salary.

f. no waiver of salary claims by the domestic helper.

g. In case of transfer, a new contract is to be executed in the presence of the Philippine Labor Attache and no transfer fees to be charged.

h. Non-alteration of contract without the written approval of the Philippine Embassy.
The lifting shall take effect immediately. The Philippine Overseas Employment Administration shall issue appropriate guidelines to implement this resolution.

Done in Manila this 30th day of September 1988.

FRANKLIN M. DRILON
Secretary
Chairman

TOMAS D. ACHACOSO
Administrator
Member

ALCESTIS A. MANGAHAS
Private Sector Representative
Member