Memorandum Circular No. ______
(Series of 1988)

Pursuant to Governing Board Resolution No. 22, Series of 1988, dated 30 September 1988, providing for the lifting of the suspension of the deployment of domestic helpers and similar skills to MALAYSIA, the following guidelines are hereby issued for the information of all concerned:

1) All domestic helpers bound for MALAYSIA shall be recruited through licensed Malaysian employment agencies.

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 MALAYSIA 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 deduction from the domestic helper's salary
   f. non-alteration of contract without the written approval of the Philippine Embassy.

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 for submission to POEA for processing:

a. employment contract duly verified/authenticated by the nearest Philippine Embassy/Consulate;
b. approved visa/valid work permit; and
c. airline ticket.

This Circular shall take effect on 15 October 1988.

[Signature]
TOMAS D. ACHACOSO
Administrator

10 October 1988
STANDARD EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD WORKERS IN MALAYSIA

CONTRACT NO. ________________

AN AGREEMENT is made this _______ day of ________, 19__________

BETWEEN

EMPLOYER:
Address: __________________________________________
Telephone Number: ______________________________________
I.C./Passport No.: ______________________________________

AND

WORKER:
Philippine Address: ______________________________________
Passport No. ________ Civil Status _______ Age ________

Through the facilities and representation of:

Malaysia Employment Agency: ______________________________
Address: ______________________________________________
Telephone Number: ______________________________________
License Number: ________________________________________

AND

Philippine Employment Agency: _____________________________
Address: ______________________________________________
Telephone Number: ______________________________________
License 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 not more than two consecutive years, commencing on the date of worker's departure for Malaysia.

2. MONTHLY SALARY/WAGES

   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)
3. **WORKING HOURS**

The Worker shall not work more than ten (10) hours and shall be given at least a continuous period of eight (8) hours of sleep.

4. **DAY OFF**

Frequency of the Worker's day-off shall be once a week, preferably Sunday, and shall be treated with flexibility. Days-off shall be paid and should the Employer require the Worker to work during her days-off, an additional compensation of M$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 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 Malaysia 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. **TERMINATION OF CONTRACT**

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

a) The Employer may terminate the 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 Malaysia

The Worker shall shoulder the cost of repatriation.

b) The Worker may terminate this Contract upon the following instances:

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.

The Employer shall shoulder the cost of repatriation.

c) The Employer or Worker may terminate employment by giving at least 14 day’s notice to the other party. The party terminating the contract shall shoulder the return transportation expenses.

8. SETTLEMENT OF DISPUTE

In case of any dispute between the Worker and the Employer, the matter may be referred to 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 Embassy official shall refer the matter to the appropriate Labour Authorities of Malaysia for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

9. CUSTODY OF PASSPORT

The Worker shall be allowed to keep her passport within the duration of her contract. However, in case conflict arises between the Worker and the Employer, the Worker’s passport shall be kept in the custody of the Philippine Embassy in Malaysia until such time that the conflict is resolved.

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 one (1) year, the Employer shall allow the Worker to return to the Philippines on paid leave of no 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.

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 three square meals a day, including free working clothes.
c) Free medical services, including free hospitalization, when the worker is unable to perform his/her duties in account of illness or disability not attributable to employment. In case of illness or injury arising out of or in the course of employment the employer shall provide all necessary medical and hospital attention and full wages for the first thirty (30) days of illness. Should the illness or personal injury, as certified by a local Medical Practitioner, prevent him/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) The Employer shall assist the Worker in the regular remittance of at least 50% of her salary 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.

e) All labor laws in Malaysia applicable and favorable to domestic helpers are deemed included in this employment contract.

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. Such deductions must be issued a corresponding receipt.

c) The Employer shall provide the worker with Personal Life and Accident Insurance in the amount of not less than M$10,000 for the duration of the Contract of Employment at no cost to the worker.

d) The Employer shall provide the Employee a copy of the employment contract which has been authenticated by the Philippine Embassy and validated by the Philippine Overseas Employment Administration (POEA).

13. NON-ALTERATION

No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy in Malaysia or the Philippine Overseas Employment Administration (POEA).
IN WITNESS WHEREOF, the contracting parties, having read carefully and fully understand the terms and conditions of the Contract, hereunto set their signatures below, this ______ day of __________, 19______ in __________________.  

(Signature of Employer)  (Signature of Worker)  

Acknowledgement
GOVERNING BOARD RESOLUTION NO. 22
(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 the countries where sufficient mechanism by which the protection and welfare of Filipino workers may be assured;

Whereas, per POEA study of the Malaysian labour market, there exists sufficient government and private sector mechanism for the protection and welfare of Filipino domestic helpers in the country which includes:

1. Only thirteen (13) recruitment agencies in Malaysia are licensed to recruit only Filipino domestic helpers, which provides for POEA's easy monitoring system of the agencies concerned;

2. Malaysian licensed agencies are required to deposit M$100,000 cash bond to the Ministry of Home Affairs which guarantees agency and employer's compliance with contract provisions;

3. Application for work permits of domestic helpers recruited through Malaysian agencies are submitted by agency to the Immigration Department for approval and the same can be cancelled only upon representation by the agency;

4. The Malaysian agencies have a written agreement with the employers, having the right to monitor conditions of domestic helper during the duration of the contract and providing "agency houses" where the domestic helper or employer can no for counselling;
5. Prospective Malaysian employers of Filipino domestic helpers are screened on the following qualifications:
   a. must be a legitimately married couple.  
   b. must have a combined monthly income of MS$4,000 during the past twelve (12) months and 
   c. must have child/children not less than 12 years old. A cash bond deposit of MS$1,000 is likewise required to cover for any future need for repatriation expense.

6. The employer provides insurance for the domestic helper covering Personal Accident Insurance of MS$20,000 Repatriation Expenses of MS$3,000 and Hospital and Surgical Expenses of MS$2,000;

7. The Malaysian government does not allow transfer of the domestic helper from one to another within the contract period and requires her to exit to the Philippines and be processed by POEA for any new contract;

8. Malaysia's Manpower Division of the Ministry of Labour handles all disputes between employers and legal workers involving violations of contract while dispute involving criminal offenses are handled by the police;

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

1) The Worker shall be paid his/her monthly salary, according to the following schedules:

   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 job site shall be adjusted per above schedule.
2) That all domestic helpers bound for Malaysia should be recruited through Malaysian licensed agencies.

3) That the Standard Employment Contract which provides minimum contract provisions be adopted including the following special provisions:

a. day-off of four days per month, preferably on Sundays
b. passport custody by the domestic helper
c. minimum of 15 days paid leave in case of contract renewal
d. no unauthorized deduction from the domestic helper's salary
e. 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.

(SGD.) FRANKLIN M. DRILON
Secretary
Chairman

(SGD.) TOMAS D. ACHACOSO
* Administrator
Member

(SGD.) MA. ALCESTIS A. MANGAHAS
Private Sector Representative
Member