[POEA MEMORANDUM CIRCULAR NO. 33-A, August 29, 1996]

AMENDMENT TO MEMORANDUM CIRCULAR NO. 33

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:

Ι

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.

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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	O:	TEL. (RES)	TEL. (OFF	TICE)
HOUSEHOLD				WORKER:
ADDRESS:				
PASSPORT NO.:		_ MARITAL STATUS:	AGE:	
SINGAPORE EMP	PLOYMENT	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.
- 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