

MEMORANDUM CIRCULAR NO. 13
Series of 1999

TO : ALL CONCERNED
RE : GUIDELINES ON THE DEPLOYMENT OF FILIPINO CAREGIVERS TO ISRAEL

Pursuant to POEA Governing Board Resolution No. 5, Series of 1998, the deployment of caregivers to Israel shall be governed by the following guidelines:

Section 1. Definition of Caregiver

Caregiver is a contract worker who is hired to provide home support care in a private household. A live-in caregiver is required to reside in the employer's home and must only work for the employer he/she has been given permission to work for.

Section 2. Minimum Age Requirement

Caregivers bound for Israel shall at least be 21 years of age in consonance with MC # 20, Series of 1998.

Section 3. Qualification of Caregivers

- a. Must have the ability to provide with minimum or least supervision home support care in a private household.
- b. Must be at least a high school graduate.
- c. Must have the ability to speak, read and understand English at a level sufficient to communicate effectively in an unsupervised setting.
- d. Must possess the appropriate certificate of competency as caregiver issued by Technical Education & Skills Development authority (TESDA) as soon as the applicable system for determination of skills of household workers is in place.

Section 4. Employment Terms

The attached standard employment contract for Filipino caregivers to Israel with the following guiding minimum wage which has been revised to ensure them better protection shall be adopted:

- 4.a. Caregivers shall be entitled to a guaranteed monthly salary in accordance with the prevailing minimum wage law of Israel inclusive of food and accommodation.
- 4.b. The salary of a live-in caregiver may be deducted an amount to cover food and accommodation upon mutual agreement.

Section 5. Pre-Qualification of Foreign Placement Agencies/Principals Onsite

All foreign placement agencies/principals shall undergo pre-qualification by the Philippine Overseas Labor Office (POLO) or the Philippine Embassy in Israel. A Pre-Qualification Certificate (PQC) shall be issued accordingly.

The following documents/requirements shall be submitted to the POLO/Philippine Embassy:

- a. 1. Appropriate license issued by the Israel government;
- a. 2. Accomplished employer's information sheet;
- a. 3. Special Power of Attorney and Recruitment Agreement with the Philippine Recruitment Agency.

Section 6. Accreditation and processing of employment contracts of Foreign Placement Agencies.

a. Documentary requirements for accreditation of Foreign Placement Agencies

- a. 1. Pre-qualification certificate together with the copy of the license to operate a placement agency issued by the appropriate government authority of the host country with a certified English translation.
- a. 2. Authenticated and verified Special Power of Attorney and authenticated and verified Recruitment Agreement;
- a. 3. Verified manpower request indicating number of caregivers and the minimum qualification requirements.

b. Documentary requirements for processing through Philippine Licensed Agencies

- b. 1. Request for processing (RFP);
- b. 2. Individual employment contract;
- b. 3. Individual employer's particulars to include the complete address and telephone number;
- b. 4. Visa/Work permit;
- b. 5. Worker's Information Sheet;
- b. 6. Certificate of attendance to PDOS;

Section 7. Arrival Monitoring

The foreign placement agency shall regularly inform the POLO/Philippine Embassy/Consulate of the arrival of the household workers in Israel for effective monitoring of these workers.

Section 8. Post-Deployment Welfare Assistance

Philippine recruitment agencies as well as foreign placement agencies, in close coordination with POEA and the Philippine Embassy in Israel shall:

- a. assist in the settlement of disputes;
- b. assist in the repatriation of caregivers; and
- c. report any significant incident like run-away, death, injury or illness, and detention concerning hired caregivers.

This Circular takes effect immediately.

REYNALDO A. REGALADO
Administrator

May 10, 1999

End: Standard Employment Contract
Employer's Information Sheet
Foreign Placement Agency Information Sheet
Arrival Information Sheet

**EMPLOYER'S
INFORMATION SHEET**

EMPLOYER'S NAME:

RESIDENCE ADDRESS:

HOME TELEPHONE NO:

OCCUPATION:

NAME OF COMPANY:

OFFICE ADDRESS:

OFFICE TELEPHONE No.

FAX NO.

EMPLOYMENT DETAILS:

TYPE OF JOBS: (PLEASE CHECK)

_____ (HOW MANY? _____)

_____ GENERAL HOUSEHOLD CHORES

_____ CARING OF DISABLED/SICK PERSON (HOW MANY)

NO. OF DH IN THE HOUSE :

DRIVER :

NO. OF ADULTS IN THE HOUSE:

NO. OF CHILDREN:

ACCOMMODATION: (PLEASE CHECK)

_____ EMPLOYER'S RESIDENCE: () OWN ROOM () SHARING

FOOD : () FREE () ALLOWANCE : US \$ _____

FOREIGN PLACEMENT AGENCY INFORMATION

NAME OF FOREIGN PLACEMENT AGENCY:

OWNER/MANAGER:

OFFICE ADDRESS:

OFFICE TELEPHONE NO. ____
AUTHORIZED SIGNATORY/IES:

FAX NO.
SPECIMEN SIGNATURE/S:

NAME OF PHILIPPINE AGENCY:

OWNER/MANAGER :

OFFICE ADDRESS :

OFFICE TELEPHONE NO :

FAX NO.

TYPE OF BUSINESS :

LICENSE NO.

DATE ISSUED :

VALID UNTIL :

ARRIVAL INFORMATION SHEET

NAME OF HOUSEHOLD WORKER:

PHILIPPINE ADDRESS :

TELEPHONE NO.

JOB SITE

BASIC SALARY :

POSITION:

ARRIVAL DATE:

NAME OF PHILIPPINE AGENCY:

OWNER/MANAGER :

OFFICE ADDRESS :

OFFICE TEL. NO. :

FAX NO.

NAME OF FOREIGN PLACEMENT AGENCY/INDIVIDUAL EMPLOYER:

OWNER/MANAGER:

OFFICE ADDRESS:

OFFICE TEL. NO. :

FAX NO:

STANDARD EMPLOYMENT CONTRACT FOR FILIPINO CAREGIVERS TO ISRAEL

This employment contract executed and entered into by and between:

A- EMPLOYER _____
Address _____
Tel. No. _____

Represented by:
FOREIGN PLACEMENT AGENCY _____
Address _____
Tel, No. _____ Fax. No. _____

PHILIPPINE RECRUITMENT AGENCY
Address _____
Tel. No. _____

B. WORKER
Address in the Philippines _____
Tel. No. _____ Nearest Kin _____
Civil Status _____ Date and Place of Birth ____
Passport No. _____ Place and Date of Issue _____

1. DURATION AND EFFECTIVITY OF CONTRACT: One year commencing from caregiver's departure from the point of hire to the site of employment.
2. SITE OF EMPLOYMENT;
3. WORKER'S POSITION.
4. BASIC MONTHLY SALARY :
5. OVERTIME PAY: 150% of basic salary for work on Friday or designated rest day or official holiday.
6. SLEEP, REST AND MEAL PERIODS:
The employer shall allow the caregiver eight (8) hours night sleep daily (except for occasional special care cases) and reasonable rest and meal periods in between work hours.
7. DAY-OFF;
The caregiver shall be entitled to at least one day-off per week, on the day mutually agreed upon by both parties. The caregiver shall exercise her right over which manner she would spend such day-off provided that the same shall not violate any law or cultural practices in Israel.
8. ACCOMMODATION:
The employer shall provide the live-in caregiver with an adequate accommodation, as well as meals free of charge, with the option on the part of the caregiver to get the equivalent value of the food.
9. TRANSPORTATION EXPENSES:
The employer agrees to assume the caregiver's transportation expenses between the

Philippines and Israel, the cost of which shall in no case be deducted from the caregiver's salary.

10. ANNUAL VACATION LEAVE, MEDICAL INSURANCE AND RECUPERATION PAY:
The employer shall grant their caregiver paid vacation/holidays annually, medical insurance and recuperation allowance in accordance with Israeli law.
11. REPATRIATION OF REMAINS:
In the event of death of the caregiver during the term of this agreement, the repatriation of his remains and the transport of his personal belongings shall be the primary responsibility of the employer and/or Philippine recruitment agency. All costs attendant thereto shall be borne by the principal or the agency concerned. In case the repatriation of remains is not possible, the remains may be disposed of upon the approval of the care giver's nearest Kin or by the Philippine Embassy.
12. WORKMEN'S COMPENSATION:
The employer shall provide the caregiver with workmen's compensation benefits for work-connected illness or injuries or death in accordance with the pertinent laws of Israel and whenever applicable war hazard protection. In the event of war, the employer, shall, at his expense, transfer the worker to a safe place and repatriate her/him immediately to the point of hire.
13. TERMINATION:
Neither party may cancel the contract except for legal, just and valid cause or causes and after giving the other party at least thirty (30) days notice in advance.
 - A. Termination by employer. The Employer may terminate this contract on the following grounds: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, when caregiver violates customs, traditions, and law of Israel and/or terms of this contract.

However, the primary responsibility to repatriate entails the obligation on the part of the employer/agency to advance the cost of plane fare and to immediately repatriate the caregiver should the need for it arise, without prior determination of the cause of the termination of the caregiver's employment. Further, after the caregiver has returned to the country, the employer/agency may recover the cost of repatriation from the caregiver if the termination of employment was due solely to the caregiver's fault.
 - B. Termination by caregiver. The caregiver may terminate contract on the following grounds: physical harm by the employer or any member of his family, deliberate non-payment of salary, illegal employment or violation of the terms of his contract. Repatriation expenses shall be born by the employer without prejudice to the outstanding claim or claims for damages of the caregiver against the employer
14. CONTRACT RENEWAL:
This contract may be renewed upon expiration of the contract by agreement of both parties.

15. **SETTLEMENT OF DISPUTE:**
Any dispute arising from this contract may be conciliated by the Philippine Embassy and the competent or appropriate authority in Israel or in the Philippines at the option of the complaining party.
16. **REMITTANCE:**
The employer shall assist the caregiver in remitting a percentage of his basic salary to his beneficiaries and dependents or to his bank account in the Philippines through the proper banking channels or other means authorized by law.
17. **OTHER PROVISIONS:**
- a. The caregiver shall work solely for the employer and his immediate household. The employer shall in no case require the worker to work in another residence or be assigned in any commercial, industrial, or agricultural enterprise.
 - b. No deductions of any amount from the regular salary of the care giver shall be allowed other than compulsory contributions required by law.
18. **NON-ALTERATION:**
No provision of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA.
19. The pertinent laws of the Philippines or the host country shall govern other terms and conditions of employment.

In witness whereof, the parties having read and understood all the provisions of this contract hereby freely manifest their full acceptance of terms, conditions and convenience embodied herein, by their respective signatures.

Signed this ___ day of _____ 19 __ at _____.

Caregiver

Employer

Witness

Witness