TO: CONCERNED RECRUITMENT AGENCIES

SUBJECT: IMPLEMENTATION OF THE UAE EMPLOYMENT AGREEMENT FOR DOMESTIC WORKERS AND SPONSORS

Effective 01 April 2007, the UAE government has implemented the employment agreement for domestic workers and sponsors. All employers wishing to hire foreign domestic workers will have to execute the following documents to be duly approved by the UAE Department of Naturalization and Residency:

1. Employment agreement for domestic workers and sponsors (both in English and Arabic text). The first party is the direct sponsor and the second party is the worker.

2. Contract agreement to bring in sponsored person of domestic worker category and their sponsors (both in English and Arabic text). The first party is the foreign placement agency or labour supply company and the second party is the sponsor.

In view of the DOLE/POEA’s acceptance of the above documents, the POLO will now verify the two abovementioned documents, in lieu of the existing POEA model contract for HSWs, for purposes of documentation of UAE bound domestic workers and in addition to the Special Power of Attorney that is required of employers for their registration.

Sample copies of the two agreements with the UAE Department of Naturalization and Residency approval stamp in both English and Arabic may be obtained at the Marketing Branch or may be downloaded from the POEA website www.poea.gov.ph.

For the guidance of all concerned.

ROSALINDA DIMAPILIS BALDOZ
Administrator

16 May 2007
Contract Agreement to bring in sponsored person of Domestic Worker category and their Sponsors

On the day __________________________, dated __________________________, in the city __________________________, the following parties have agreed:

First Party
1. Name:
2. Address:

Second Party
1. Name:
2. Address:

Article 1 (The Contract Subject)
With this article, the first party is obliged to bring a person of __________________________, Age __________________________, to work for the second party, at __________________________, for a monthly salary of __________________________ for __________________________.

Article 2 (First Party's Obligations)
1. The first party is obliged to bring the person to the country as per the contract and the laws of the country.
2. The person will be paid and insured as per the laws of the country.
3. The person will be provided with accommodation and transportation as per the laws of the country.

Article 3 (Testing Duration)
1. The testing duration of the person is __________________________.
2. The testing duration is from __________________________ to __________________________.

Article 4 (Second Party's Obligations)
1. The second party is obliged to pay the first party an amount of __________________________ as compensation.
2. The second party is obliged to arrange for the testing of the person.
3. The second party is obliged to provide the person with accommodation and transportation.

Article 5 (Conflict between the two Parties)
In the event of conflict between the two parties, they are obliged to undergo mediation in the Naturalization and Residency Administration, and if they do not reach a compromise in two weeks, they must take the dispute to the specialized courts to look into the conflict.

Article 6 (Contract Copies)
The contract should be in three original copies, one copy for each party. The third copy is in the Naturalization and Residency Administration.

Second party
Name:
Signature:

First party
Name:
Signature:
عقد عمل الفئات المساعدة في المنزل ومن في حكمهم


المواصفات والشروط:

1. يلزمنا العلماء أن ي poidsن على أن العدد الأول ينتمي إلى فئة فتحات السنترات، ويعمل في تنفيذ الأمور في المنازل.
2. يلتزم العلماء بتسليم الأوراق والملفات والمواد المتعلقة بالعمل في الوقت المحدد.
3. يلتزم العلماء بفتح ملفات الوثائق المطلوبة.
4. يلتزم العلماء بتقديم النتائج في الوقت المحدد.
5. يلتزم العلماء بالالتزام بال规模最大.

الموظف:

الاسم:

العنوان:

التاريخ:

الفصل:

التوقيع:

القائمة:

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Employment Agreement for Domestic Workers and Sponsors

This Agreement, entered into this Wednesday day of 4/4/2007., in the city of Dubai between the following:

First party (Sponsor):
Name: ABDULLA ALI MOHAMMAD ALJANAH
Nationality: UAE
Address: DUBAI

Second party (the person to be sponsored):
Name: RUSTICA YUGO PAPINA
Nationality: PHILIPPINES
Birthday date: 02/05/1958
Address: DUBAI

The two parties have agreed on the following:

1st Article (Type and Nature of the Job and salary):
- The first party in this contract has agreed to employ the second party in the capacity of (... SERVANT.......) and the second party shall receive an annual salary, payable monthly to the amount of 1,500 AED, subject to raises agreed by both parties in subsequent contracts. The second party shall be paid the monthly salary in full at the end of each month, in addition food and drink. Both parties will sign a salary record to prove delivery and receipt of salary. The list will be written in Arabic and English, kept and known by the sponsor.
- The second party undertakes all obligations and regulations of his position stipulated by the contract.
- The first party may not demand that the second party perform activities that are dangerous, injurious to health or unethical.
- The first party may not force the second party to work for others, unless the work is in accordance with the conditions in the entry of the foreigner’s residency law and its executive line-up.

2nd Article (Organizing work and vacations):
The work is organized with the agreement of both parties, including adequate breaks. The second party shall be given one month paid vacation per contract completion. The second party may opt for a salary of one month in lieu of the month vacation, in addition the use of one return ticket to home country.

3rd Article (Travel Tickets)
Upon expiry of contract without renewal, the first party must pay the second party return to home country.
- Upon renewal of contract, should the second party opt for one month vacation, the first party must provide the second party a return ticket to home country.

4th Article (Accommodation)
The first party shall provide suitable, safe and hygienic accommodation for the second party.

5th Article (Good Treatment)
The first party undertakes to treat the second party humanly, ensuring dignity and body safety.
The second party accepts to perform duties faithfully and efficiently respecting values, customs and traditions of the country.

The Sixth Article (communication and correspondence)
The first party is obligated to help the second party post correspondence to their family, respecting privacy at all times.
The second party will undertake postage expenses.

The Seventh article (The health care)
The first party is obligated to provide treatment and health care for the second party.

The Eighth Article (Death and Burial)
In the event of death of the second party, during the term of employment, the first party shall pay to the second party’s heirs any compensation due through the end of the month on which death occurred. The first party is obligated to repatriate remains and personal effects to home country.

The Ninth Article (The contract length)
1 - The duration of the contract is for two years starting from the date of the second party residence in the country and can be extended for one year or more according to both parties wishes.
2 - In the event that the first party wishes to terminate the contract before term, the first party must provide a return ticket for the second party, and pay one full month’s salary.
3 - The second party will transfer money to home country, if the contract has been stopped.

The Tenth Article (Conflict between two parties)
1 - In the event of conflict between the two parties, both are obligated to undergo mediation the Naturalization and Residency Administration, and if they do not reach a compromise in two weeks, they must take the dispute to local or federal courts.
2 - Without setting aside the punishment that is mentioned in the entry and residency law, the second party’s rights are null and void if the second party absconds.

The Eleventh Article (Approval on the contract)
1 - The contract comes under law number 6 for the year 1973, foreigner’s Entry and Residency.
2 - The first party is obligated to fulfill all procedures in the specialized Naturalization and Residency Administration.
3 - The employer is obligated to follow all regulations even when employing a domestic worker without the assistance of the Domestic’s workers Offices.

First party
Name: [Signature]

Second party
Name: [Signature]

Naturalization and Residency Approval
Date 5/4/1997