

Research on Migrant Workers’ Rights-Based Standard Employment Contract for Domestic Work in ASEAN



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The Association of Southeast Asian Nations (ASEAN) was established on 8 August 1967. The Member States are Brunei Darussalam, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, the Philippines, Singapore, Thailand and Viet Nam.

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Foreword



I am delighted to note the conclusion of this landmark research on migrant workers' rights-based on standard employment contracts for domestic work in ASEAN and wish to congratulate the ASEAN Member States (AMS) for their leadership in this research. The research provides critical information which can be used as a reference for formulating policies in better protecting and promoting the rights of ASEAN migrant domestic workers.

The ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers highlighted AMS joint commitment to increase protection for migrant workers. Among others, the commitment includes obligation for AMS is to issue employment contract or proper documentation by relevant authorities/bodies and/or employers with clear and basic terms of employment in the language understood by the workers, based on national laws, regulations and policies.

This research provided comprehensive analysis on the standard employment contract (or proper documentation) used for migrant domestic workers and highlighted the need to standardize the contents of those contracts across ASEAN Member States.. A standardized employment contract can play a critical role in increasing the protection of rights of migrant workers as it can empower migrant workers to better understand the migration process; streamline processes for fair recruitment for agencies and employers; simplify pre- and post-migration training on safe migration; and lessen the administrative burden for government officials.

I would like to extend my appreciation to the International Labour Organisation (ILO), as well as the cooperation and participation of the AMS, the efficient coordination of ASEAN Secretariat, the international and national consultants, and all parties involved in completing this research. I hope this research can be utilised to increase the protection of migrant workers in the ASEAN region, especially those who work in domestic sector.

H.E. IDA FAUZIYAH
Minister of Manpower of the Republic of Indonesia

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Since the project started in 2019, the Regional Report was developed through a series of extensive consultations with the ASEAN Committee on the Implementation of the ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers (ACMW) and received their endorsement in 2023. The Regional Report is supplemented by nine Country Reports which were endorsed by the respective Member States in 2022.

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Table of Contents

Foreword	I
Acknowledgements	II
List of tables	V
List of figures	V
Acronyms	VI
Executive summary	1
1. Introduction and background	4
2. Research methodology	8
3. Protection challenges facing migrant domestic workers across ASEAN	11
I. Protection challenges at the pre-employment stage	11
a. Information asymmetry	11
b. Private sector intermediaries	12
c. Loans and debt	12
II. Protection challenges at the employment stage	13
a. Labour protection issues	13
b. Social protection issues	14
c. Contract substitution and violations	15
d. Wages	16
e. Living conditions	18
f. Working conditions and hours	19
g. Freedom of association, organising and collectively bargaining	20
III. Protection challenges post-employment	20
a. Grievance mechanisms	20
b. Return and reintegration	22
4. International standards and good practices	24
a. International labour standards and UN Conventions relating to domestic workers.	24
The Domestic Workers Convention, 2011 (No. 189)	26
The Convention on the Elimination of All Forms of Discrimination Against Women, 1979 (CEDAW)	26
The International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, 1990 (ICMW)	27
ILO migrant specific instruments	27
b. Regional standards on employment contracts	28
The ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers, 2007	28
ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers, 2017	28
c. Good practices and normative standards	29
d. Framework of recommended terms of employment	31
5. Standard terms of employment in ASEAN	33
a. Minimum employment standards for domestic workers in national law	

and employment contracts	33
b. Gap analysis of different national terms/contract of employment	44
Language of contract	45
Work and rest	46
Wages	48
Social security	50
Collective bargaining and organizing	53
Private employment agencies	54
Access to grievance mechanisms	56
6. The use of Standard terms/contracts (or proper documentation) in MOUs across ASEAN	60
7. Enforcement of employment contracts	64
Challenges related to the enforcement of employment contracts	64
Good practices related to the enforcement of employment contracts	67
8. Conclusion	72
9. Recommendations	73
References	76
Annexes	81
Annex 1. List of key informants interviewed by regional consultants to supplement information and data obtained from national reports	81
Annex 2. Legal gap analysis tables of employment contracts and documentation	82
Annex 3. Sample contracts and documentation	104

List of tables

Table 1. Intra-ASEAN migration – major countries of origin and destination	04
Table 2. International migrant stock in ASEAN countries by country of destination, 2000-2019.	05
Table 3. Coverage of domestic workers by national labour laws on minimum wages	17
Table 4. Three-tiered complaint mechanism	21
Table 5. Ratification of ILO Fundamental Conventions by ASEAN Member States	24

List of figures

Figure 1. Documented migrant domestic workers in the main ASEAN countries of destination	07
Figure 2. ILO Domestic Workers Convention, 2011 (No. 189)	31
Figure 3. ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers: Employment contracts and proper documentation	32
Figure 4. ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers: Minimum employment standards Figure 5: barriers to accessing grievance mechanisms	34
Figure 5. Barriers to accessing grievance mechanisms	57

Acronyms

ACE	ASEAN Confederation of Employers
ACMW	ASEAN Committee on the Implementation of the ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers
ACRA	Association of Cambodian Recruitment Agencies
ACWC	ASEAN Commission on the Promotion and Protection of the Rights of Women and Children
AEAS	Association of Employment Agencies (Singapore)
AFML	ASEAN Forum on Migrant Labour
AMS	ASEAN Member States
ANU	Assistance to Nationals Unit
AQRF	ASEAN Qualifications Reference Framework
ASEAN	Association of Southeast Asian Nations
ASEAN Consensus	ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers
ATUC	ASEAN Trade Union Council
CDE	Centre for Domestic Employees, Singapore
CEDAW	Convention on the Elimination of All Forms of Discrimination against Women
DFA	Department of Foreign Affairs, the Philippines
DMW	Department of Migrant Workers, the Philippines
DOLAB	Department of Overseas Labour, Viet Nam
DOLE	Department of Labor and Employment, the Philippines
DSWD	Department of Social Welfare and Development, the Philippines
FAST	Foreign Domestic Workers Association for Social Support and Training, Singapore
GFMD	Global Forum on Migration and Development
HSW	Household Service Workers
ICMW	International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, 1990
IDWF	International Domestic Workers Federation
ILAB	International Labor Affairs Bureau, the Philippines
ILO	International Labour Organization
IOM	International Organization for Migration
IPA	In Principal Approval
JSL	Joint Solidarity and Liability
JTWG	Joint Technical Working Group
Lao PDR	Lao People's Democratic Republic
MAC	Manpower Association of Cambodia
MDWs	Migrant Domestic Workers
MFA	Migrant Forum in Asia
MHRSD	Ministry of Human Resources and Social Development, Saudi Arabia
MOEAF	Myanmar Overseas Employment Agencies Federation
MOLISA	Ministry of Labour, Invalids and Social Affairs (Viet Nam)
MOM	Ministry of Manpower
MOU	Memorandum of Understanding

MWOs	Migrant Workers Offices, the Philippines
NGO	Non-Governmental Organization
NMP	National Maritime Polytechnic, the Philippines
NRCO	National Reintegration Center for OFWs, the Philippines
NV	Nationality Verification
OECs	Overseas Employment Certificates, the Philippines
OFWs	Overseas Filipino Workers
OIP	Onboarding and Integration Programme
OSWA	Office of the Social Welfare Attaché, the Philippines
OUMWA	Office of the Undersecretary for Migrant Workers' Affairs, the Philippines
OWWA	Overseas Workers Welfare Administration, the Philippines
PAOS	Post-Arrival Orientation Seminar
PDOS	Pre-Departure Orientation Seminar
PEOS	Pre Employment Orientation Seminar
PERTIMIG	Indonesian Migrant Domestic Workers Association
PhilHealth	Philippines Health Insurance
POEA	Philippine Overseas Employment Administration
POLOs	Philippine Overseas Labor Offices, the Philippines
SAR	Special Administrative Region
SIP	Settling In Programme
UAE	United Arab Emirates



Photo: Decent Work for Domestic Workers in the Philippines
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Executive Summary

Domestic workers make crucial contributions to households, societies and economies across the world. They fill needed roles in households and the labour market; supporting families in their care-needs and allowing other workers – both men and women – to contribute to the workforce. In addition, migrant domestic workers can boost family incomes through remittances; and acquire new skills, which they can use on return. However, domestic workers are widely excluded from labour and social security legislation, leaving most in informal employment - outside the protections of labour rights and social insurance. The isolated nature of their work combined with lack of legal protections leaves them exposed to risks of abuse and exploitation, risks that are compounded for migrant domestic workers far from their social safety nets.

There are an estimated 75.6 million domestic workers worldwide, most are female (76.2 per cent) and some 50 per cent of the total are employed in Asia and the Pacific (ILO 2021c). In South-East Asia and the Pacific, there are an estimated 9 million domestic workers, of whom, some 2 million are international migrant workers (ILO 2018). The provision and enforcement of gender-responsive, migrant workers' rights-based employment contracts (or proper documentation)¹ based on relevant international standards is a key tool in ensuring that

¹ "Proper documentation" is not a concept included in C 189 (or R 201) but in the ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers.

migrant workers understand and are able to exercise their labour rights.²

This research was undertaken to examine the situation of migrant domestic workers across the Association of Southeast Asian Nations (ASEAN) through analysis of standard employment contracts (and in the case of Singapore, the use of In-Principle Agreements, considered a practical example of the “proper documentation” referred to in the ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers) used for migrant domestic workers. Nine national consultants from ASEAN Member States conducted national-level research on the content, use and enforcement of standard employment contracts (or proper documentation) and produced nine national reports. In addition, the Ministry of Human Resources of Malaysia provided written input for the regional report. This report is based on the national research and includes findings from additional interviews with key regional stakeholders, as well as desk-based research.

The ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers was adopted in 2007 in which Member States committed to promote the dignity of migrant workers. The ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers (ASEAN Consensus) was signed in 2017 and puts forward “obligations” of ASEAN Member States covering documented migrant workers and workers who are undocumented through no fault of their own. The ASEAN Consensus lists specific rights of migrant workers, pursuant to national laws and policies, including the “right to be issued an employment contract or proper documentation with clear and basic terms of employment” (Art. 14). Other specific rights are included on fair treatment in the workplace, reasonable accommodation, fair and appropriate remuneration, dispute settlement mechanisms and organizing, again all subject to national law. Sending states are required to ensure migrant workers “are aware of the terms of employment through a written employment contract or proper documentation and in a language that they understand” (Art. 22); and Receiving States are to ensure migrant workers are provided with a contract or proper documentation and that “clear employment terms and conditions, such as wages, employment benefits, working conditions, health and safety, employment dispute mechanisms and repatriation are provided in national laws, regulations, contracts of employment, or other appropriate documentation” (Art. 36c).

In practice, there are wide variations across ASEAN in the availability of employment contracts and in their content. A standard employment contract is not a requirement in most States but countries of origin typically require verification of some form of written contract (or proper documentation) before workers can migrate through regular channels. The major countries of destination within ASEAN have focused more on labour migration management, and may require other information for entry to the country as a worker, including on location of the worker and employment; length of employment, health status and repatriation mechanisms,

² An employment contract is understood to be a formal written contract between an employer and employee. It defines the main terms of the employment relationship and regulates the relationship between the parties. The ILO Domestic Workers Convention, 2011 (No. 189) holds that ratifying States are to “require that migrant domestic workers who are recruited in one country for domestic work in another country receive a written job offer, or contract of employment that is enforceable in the country in which the work is to be performed, addressing the terms and conditions of employment referred to in Article 7, prior to crossing national borders for the purpose of taking up the domestic work to which the offer or contract applies.” (Article 8). See Figure 2 for complete list of terms and conditions in Article 7). The ASEAN Consensus holds that “Migrant workers have the right to be issued an employment contract or proper documentation by relevant authorities/bodies and/or employers with clear and basic terms of employment subject to national laws, regulations, and policies” (Article 14), however the terms “employment contract” and “proper documentation” are neither explained, nor clarified, leaving a policy gap. This report primarily analyses legislation, regulations and practices regarding the use of employment contracts, except in the case of Singapore which has established the practice of using “In principle agreements” (IPAs), letters issued to potential migrant domestic workers prior to migration which detail key terms of employment, which are legally enforceable.

with fewer details required on terms and conditions of employment. The major countries of origin, on the other hand, have prioritized different forms of protection measures such as pre-employment training including pre-departure orientation programmes, monitoring systems, and provision of support for migrants in need, including use of written employment contracts (or proper documentation) that are verified by government officials before regular migration can take place.

The variation in the requirements and type of employment contract (or proper documentation) complicates the migration process for migrant workers, intermediaries and government officials in countries of origin and destination. ASEAN Member States can collectively improve this process by introducing nationally defined standard employment contracts (or proper documentation). The Domestic Workers Convention, 2011 (No. 189) lists components of employment contracts, including: the name and address of the employer, worker and workplace; duration; job description; remuneration; hours of work; daily and weekly rest periods; paid annual leave; terms of a trial period; termination including notice periods; and repatriation. It also provides guidance as to the minimum standards to be afforded through such contracts. ASEAN Member States can create standardized employment contracts (or proper documentation) for migrant domestic workers, to enhance their protection and improve migratory outcomes, for this largely informal work sector. Vulnerability of domestic workers can be reduced by standardizing some elements in contracts across the region and translating them in national and local languages for each ASEAN Member State to improve migrant workers' understanding.

The ASEAN Consensus provides obligations for ASEAN Member States to issue employment contracts (or proper documentation) with clear and basic terms of employment subject to national laws, regulations and policies. The ILO Convention No. 189 provides a basis for development of standard employment contracts for domestic workers. Coordination would enable ASEAN Member States to enable decent working conditions for all domestic workers using international and regional standards as a guide. National legislative standards form the basis of protection of local and migrant domestic workers as well as informing the content of employment contracts. Use of standardized contracts (or proper documentation, such as the IPA) can make it easier for all migrant workers to understand the content of the terms of employment and for governments to ensure enforcement. Employers and recruitment agencies can have reduced administrative burden by creating employment contracts tailored for each sector, removing current discrepancies between documentation issued in the countries of origin and destination; and in different languages; as well as reducing the risk of contract substitution. Lastly, standardized employment contracts (or proper documentation) can support access to justice for migrant workers who face challenges in accessing grievance mechanisms in destination countries, especially after returning to their countries of origin.

Lack of full legal recognition and coverage of domestic work increases vulnerability of migrant domestic workers and reduces their ability to fully benefit from migration. Use of standardized contracts and proper documentation is part of a toolkit to enhance their protection. Within a safe migration package, backed up by rights-based legislation, standardized contracts (or proper documentation) can empower migrant workers to better understand the migration process; streamline processes for fair recruitment by agencies and employers; simplify pre- and post-migration training on safe migration; and lessen the administrative burden for government officials. Multilateral cooperation can enable benchmark setting to support the overall strengthening of labour migration governance systems; informing national legal and policy objectives with international and regional standards.

1. Introduction and background

Migration for work is increasing throughout the world and in Asia. It can provide new opportunities to improve the lives of migrants and their families and offers avenues for greater autonomy and empowerment. In 2019, there were an estimated 272 million international migrants worldwide, including some 169 million international migrant workers (UNDESA 2020; ILO 2021b). Of the 169 million international migrant workers, 70 million are women.

Over 86 million international migrants live in Asia, making it the second largest migratory hub after Europe (87 million) (IOM 2022). Asia is also a major place of origin: in 2020 over 40 per cent of international migrants globally came from Asia (around 115 million). Intra-regional migration is significant and growing in Asia at 69 million in 2020, compared to an estimated 35 million in 1990 (IOM 2022).

ASEAN is a dynamic region of 10 Member States with a combined population of some 650 million (ILO 2022b). Of the 10.1 million international migrants living in ASEAN's net destination countries (Brunei Darussalam, Malaysia, Singapore and Thailand), 7.1 million are intra-ASEAN migrants (ILO 2022b; UNDESA 2020). Some countries are major countries of origin and destination of migrant workers. For example Malaysia is a major country of origin of migrant workers with 1.19 million Malaysian migrant workers documented as having migrated within ASEAN. At the same time, Malaysia hosts 1.94 documented ASEAN migrants (Table 1). Undocumented migrants are not accounted for in Table 1, meaning these numbers are likely to be underestimates of the true intra-regional movement.

Table 1. Intra-ASEAN migration – major countries of origin and destination

Main countries of origin for intra-ASEAN migration	Male	Female	Total
Myanmar	1.26	0.96	2.2 million
Indonesia	0.85	0.57	1.42 million
Malaysia	0.5	0.67	1.19 million
Lao PDR	0.42	0.53	0.95 million
Cambodia	0.33	0.38	0.71 million
Main countries of destination for intra-ASEAN migration			
Thailand	1.74	1.76	3.49 million
Malaysia	1.23	0.71	1.94 million
Singapore	0.55	0.78	1.33 million
Brunei Darussalam	0.049	0.042	0.09 million

Source: ILO 2022c ; UNDESA 2020

There are some 5.1 million employed migrants in the region, according to national reports (2022) and 2.9 million migrants from the region working abroad (2019) (ILO 2022b). Brunei Darussalam and Singapore have the largest migrant populations as a proportion of total population, followed by Malaysia and Thailand (Table 2). The primary countries of destination for migrant domestic workers in ASEAN are Brunei Darussalam, Malaysia, Singapore and Thailand and the primary countries of origin are Indonesia, the Philippines, Viet Nam, Lao PDR, Myanmar and Cambodia (even though some countries are both countries of origin and destination). In 2019, Malaysia and Thailand were among the top 20 countries globally with the largest stocks of international migrants, while Indonesia and the Philippines are among the top 20 countries with the largest diaspora populations in the world in 2020 (ILO 2022b; UNDESA 2020).

Table 2. International migrant stock in ASEAN countries by country of destination, 2000-2019.

Country	International migrant stock as a percentage of the total population		
	2000	2010	2019
Brunei Darussalam	28.9	25.9	25.5
Cambodia	1.2	0.6	0.5
Indonesia	0.1	0.1	0.1
Lao PDR	0.4	0.5	0.7
Malaysia	6.3	8.6	10.7
Myanmar	0.2	0.2	0.1
The Philippines	0.4	0.2	0.2
Singapore	33.6	42.2	37.1
Thailand	2.0	4.8	5.2
Viet Nam	0.1	0.1	0.1

Source: UNDESA 2019, ILO 2022

Labour migration within and from Southeast Asia has contributed to the significant increases in remittances to the region. International remittances received by the region increased from US\$ 48 billion in 2010 to US\$ 78 billion in 2019 (ILO 2022b). Among ASEAN Member States, the Philippines, for example is one of the largest recipients of international remittances in the world with international remittance inflows of over US\$33.2 billion in 2020 (9.2% of GDP) (Rappler 2021). Similarly, for Viet Nam, remittances accounted for 5.01% of GDP, and for Cambodia, 4.92% of GDP in 2020.³

Women comprise nearly half of migrant workers in ASEAN (ILO 2018). There are particularly high numbers of female migrants from some countries in ASEAN such as the Philippines (59.6% of Overseas Filipino Workers were women in 2020)⁴ and Indonesia (between 2017 and 2019, female domestic workers represented more than 30 per cent of the total number of Indonesian workers overseas).⁵

³ https://www.theglobaleconomy.com/rankings/remittances_percent_gdp/South-East-Asia/

⁴ <https://psa.gov.ph/statistics/survey/labor-and-employment/survey-overseas-filipinos>

⁵ Compiled from the National Agency for the Protection of Indonesian Migrant Workers, or Badan Pelindungan Pekerja Migran Indonesia (BP2MI) data as of February 2020

However, collection of sex-disaggregated data in ASEAN Member States is a work in progress. Cambodia, Indonesia, Malaysia and Thailand provide sex-disaggregated data on inflows of migrants by country of origin and on inflows of working-age migrants by level of education to the International Labour Migration Statistics Database for ASEAN. Cambodia, Myanmar, the Philippines, Singapore and Thailand provide sex-disaggregated data on nationals abroad by country of residence (Spotlight Initiative 2020).

International migration for domestic work has been an important avenue for women's employment and the remittances they send has been a vital source of income for their families. Domestic work is a sector in which women are predominantly employed. The ILO estimates that there were at least 75.6 million domestic workers over the age of 15 worldwide in 2021 and 76.2 per cent of them were women, accounting for 4.5 per cent of female employment worldwide or 8.8 per cent of female employees (ILO 2021c). Domestic work is an important source of employment, representing 2.3 per cent of total employment worldwide (ILO 2021c). Domestic workers make valuable contributions to the economic and social well-being of the countries they work in. They support families in their care needs and allow other workers - both men and women - to contribute to the workforce.

The Domestic Workers Convention, 2011 (No. 189) defines domestic work as “work performed in or for a household or households” and a domestic worker as “any person engaged in domestic work within an employment relationship” who “performs domestic work... on an occupational basis”. This includes live-in and live-out domestic workers; domestic workers engaged on a part time basis; casual basis in or for one or several households; those working directly for households; those working for or through service providers; for more than one employer; and both nationals and non-nationals. Domestic workers can perform various tasks such as that of a cook, cleaner, gardener, chauffeur, security guard and can be responsible for taking care of children, elderly or people with disabilities. The Convention also stipulates that a person who performs domestic work only occasionally or sporadically and not on an occupational basis is not a domestic worker.

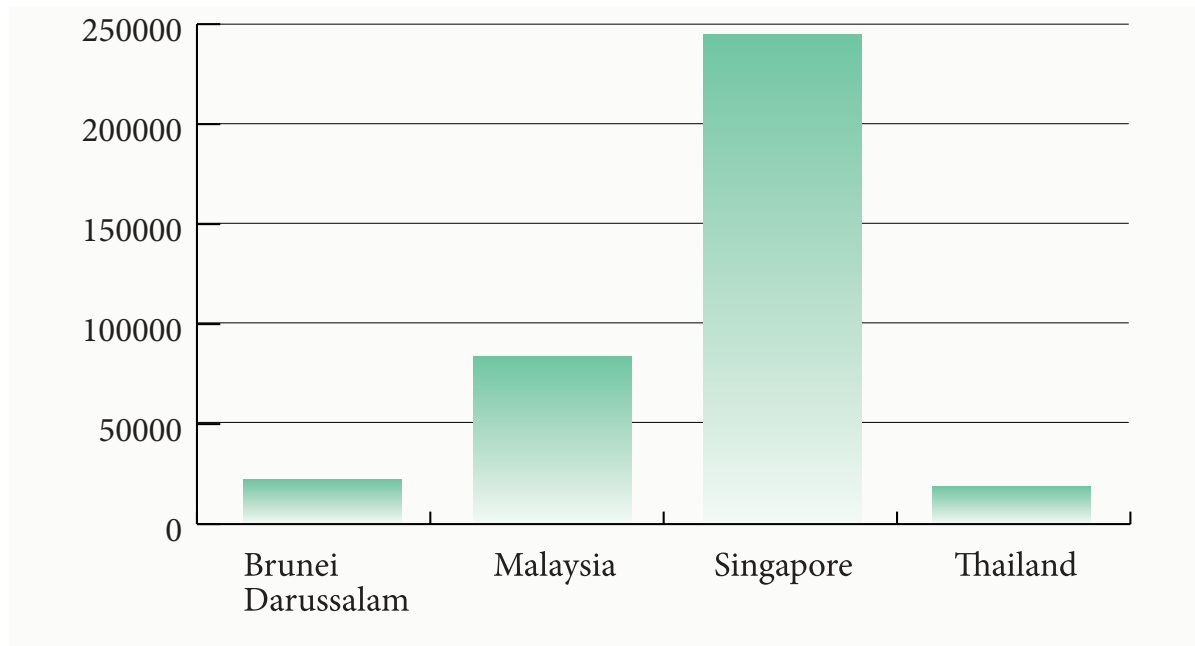
The nature of their work including the high rate of informal employment in the sector (81.2 per cent globally) means that domestic workers enjoy few rights and protections in practice (ILO 2021c). The situation of domestic workers is highly vulnerable: inside private households without any external supervision; often without clear terms of employment; and often excluded from the protection of labour legislation. Gaps in legal protection mean domestic workers often receive low wages, work excessively long hours, with no guaranteed weekly day of rest. They can be subject to restrictions on freedom of movement and isolation, confiscation of passport and other personal belongings, and physical, mental and sexual abuse.

Asia and the Pacific, is home to largest share of all domestic workers: 38.3 million domestic workers or 50.6 per cent of domestic workers worldwide. Domestic work is performed largely by women (78.4 per cent); however, the Asia and Pacific region is also the largest employer of male domestic workers, with 8.3 million male domestic workers (ILO 2021c).

In South-East Asia and the Pacific, it is estimated that there are more than two million migrant domestic workers, constituting nearly 20 per cent of all migrant workers in the region (ILO 2018). Migration of female domestic and care workers in East and Southeast Asia is related to structural, ideational, policy and political changes, including: 1) rapid demographic ageing and low fertility, and increased women's labour market participation in richer countries creating

increased demand for care; 2) increased cultural acceptance and normalization of outsourcing family care to non-family caregivers; 3) increased economic imperatives and incentives for women from the sending countries to out-migrate to seek employment; and 4) changes in social, economic and immigration policies in sending and receiving countries that together work to facilitate increased migration of female domestic and care workers (Peng 2017).

Figure 1. Documented migrant domestic workers in the main ASEAN countries of destination



Source: National reports of Brunei Darussalam (2012 data for migrant domestic workers from Indonesia and the Philippines), Malaysia (data from 2022), Singapore (data from 2021) and Thailand (2021 data from migrant domestic workers recruited through MOUs).

Another issue ASEAN Member States can work on individually and together is to collect and share data regarding the number of domestic workers, including migrant domestic workers. The national consultants found it challenging to access data on migrant domestic workers in their countries. Figure 1 shows the number of documented migrant domestic workers in the main ASEAN countries of destination.

Migrant domestic workers, because of their work in the informal economy and their invisibility while working inside households are likely to be undercounted in official statistics. In 2021, 19,192 migrant domestic workers were recorded as working in Thailand (Figure 1), the actual numbers are estimated to be much higher. In 2011, the Thai Ministry of Labour had already reported 83,066 documented migrant domestic workers in Thailand (ILO 2013b). The 19,192 figure only includes domestic workers who were recruited through MOUs with four labour sending states: Cambodia, Myanmar, Lao People's Democratic Republic, and Viet Nam. Since there were low numbers of migrant workers recruited through MOUs in general, the government worked to address the shortage of migrant labour especially during and after the pandemic through other measures such as allowing workers to renew their permits without returning to their home countries and through Cabinet Resolutions providing for an amnesty

programme for workers from Cambodia, Lao PDR and Myanmar, and in irregular status (ILO 2022d).

From the countries of origin, Indonesia reported 275,283 migrant domestic workers between 2017 and 2019. For the Philippines, among the 1.06 million female OFWs, some 70 per cent were engaged in elementary occupations, including domestic work (Philippine Statistics Authority 2022). From Cambodia, an estimated 860 migrant domestic workers went to China (Hong Kong, Special Administrative Region – SAR), Malaysia, and Singapore between 2017 and 2021. For Myanmar, there was a ban on domestic workers migrating to work overseas between 2014 and 2019 in response to alleged abuse of migrant women as well as international pressures to eliminate trafficking and debt bondage (Deshingkar 2021). However, there were reports that an estimated 50,000 women from Myanmar travelled to Singapore alone to work as domestic workers despite the ban (The Straits Times 2019).

It is estimated that the demand for domestic workers throughout ASEAN will rise further in coming years as a result of an ageing workforce, lower fertility, and an increase of women in the workforce (Peng 2017). As multi-generational households are in decline in the region and both men and women are increasing in the workforce, there is less family support available for child care and elder care. With the changes in traditional familial care dynamics but without any large-scale state-sponsored care services available for families, domestic workers, both local and migrant, will remain vital to the care economy for the region. Given the projected rise of women migrant domestic workers in the region and the lack of legal coverage for the sector, having the basic terms of employment in standard contracts (or proper documentation, such as the IPA) is one aspect that ASEAN Member States can work towards together.

2. Research methodology

Migrant domestic workers are important to the economies of both origin and destination ASEAN Member States, including through their role in the care economy, but legal and policy gaps leave them in vulnerable situations during migration and at work. Employment contracts (or proper documentation, as in the case of the IPA) can support migrant domestic workers when these clarify the basic terms and conditions of work, as well as help to establish an employment relationship. The ASEAN Consensus promotes the rights of migrant workers within the region, including through regulation of terms and conditions of employment. Article 36(c) of the Consensus states that the *“Receiving State will regulate the employment of migrant workers by ensuring that clear employment terms and conditions, such as wages, employment benefits, working conditions, health and safety, employment dispute mechanisms and repatriation are provided in national laws, regulations, contracts of employment, or other appropriate documentation”*.

This study was carried out in line with the work plan of the ASEAN Committee on the Implementation of the ASEAN Declaration on the Protection and Promotion of Migrant Workers' Rights (ACMW) under the coordination of the Ministry of Manpower of Indonesia. The research started with an inception report, which was prepared by a consultant to guide

the national and regional reports. It listed the objective of the research, the methodological approach, questionnaires for key informant interviews, the structure of both reports, and a work plan and time schedule. An Inception Workshop was conducted in November 2019 and the ACMW endorsed the inception report in March 2020. Following the endorsement, national and regional consultants were hired.

For this research, nine national consultants were hired from ASEAN Member States and written responses were collected from Malaysia. The national consultants were responsible for collecting and reviewing data and research related to migrant domestic workers and the use of standard contracts (or proper documentation) in their respective countries. The consultants conducted desk studies as well as key informant interviews. Based on their research, the national consultants each wrote and submitted a national report that mapped existing standard employment contracts (or in the case of Singapore the IPA, understood to reflect “proper documentation” noted in the ASEAN Consensus) for domestic workers in their respective countries of focus.

A regional consultant coordinated with the national consultants and provided feedback on their research and reports. Two workshops were conducted, one at the beginning to introduce the research and another one to appraise the progress and provide feedback. The first workshop with all national consultants was held on 27 August, 2021, where the regional consultant provided an overview of the inception report, the structure of the national reports, expectations from this research and the timelines. The second Workshop was held on December 21, 2021, where each national consultant shared their progress and status of their reports as well as any challenges they were facing. The regional consultant then provided some feedback based on some broad issues seen in the reports and the timeline for submission.

The national consultants submitted their reports (in late 2021 and early 2022) and the regional consultant provided written feedback to all reports. Revised versions of the reports were submitted again before they were forwarded to their respective national labour ministries for review and endorsement. Based on the national report findings, the regional consultant prepared this report with additional research and key informant interviews with regional stakeholders.

There are several limitations of this research. Incorporating nine different national reports into this report had its challenges as the information provided lacked uniformity. Another limitation is that not all ASEAN Member States have or share data regarding migrant domestic workers so there are gaps in the data provided. There are further gaps as undocumented migrant domestic workers are undercounted.



Photo: Decent Work for Domestic Workers in the Philippines

© ILO/J. Aliling 2015



3. Protection challenges facing migrant domestic workers across ASEAN

Migrant domestic workers face various risks at each stage of the migration journey: pre-employment, during employment and post-employment. Standardized employment contracts and documents could address some of these risks by ensuring basic standards regarding the working and living conditions are written and shared between the domestic worker, their employer and other stakeholders. This section lists some of the main risks at each stage of the migration cycle.

I. Protection challenges at the pre-employment stage

Accessible regular migration pathways, and informed decision making by potential migrant workers reduce risks to migrant workers and can improve the outcomes of labour migration. In countries of origin, many potential migrant domestic workers lack access to reliable sources of information, and rely on intermediaries, including recruitment agencies, to secure documents, find jobs, and navigate the labour migration processes and procedures. Some of the key challenges for migrant domestic workers in countries of origin are:

a. Information asymmetry

There is considerable information asymmetry for migrant workers regarding the nature of work available to them; working and living conditions; expectations from employers; legal frameworks and rights in destination countries; as well as the costs involved during the recruitment process. In the absence of readily available, reliable sources of information, potential migrant workers often rely on friends and family, community members and recruitment agents. Several countries of destination have tried to improve this asymmetry by requiring migrant workers to complete orientation programmes prior to their departure. These pre-departure programmes typically include information regarding migrant worker rights and employment contracts, as well as destination country-specific information related to local and cultural context, health and safety, and available government support. The Philippines has created an additional programme that targets individuals while they are thinking of migrating for work abroad with a Pre Employment Orientation Seminar (PEOS)⁶ that provides information on issues including the job search process, illegal recruitment, costs, health and safety and minimum provisions required in the employment contract.

6 <https://peos.dmw.gov.ph/>

b. Private sector intermediaries

Private sector intermediaries⁷ play a significant role in many countries of origin in connecting workers to employers and in supporting migrants to prepare for departure by ensuring they have the required documents and certificates in place. There are a large number of licensed and unlicensed recruitment agencies in ASEAN, and governance can be challenging. Unfair or unethical recruitment practices can be harmful and lead to abuses, including forced labour, debt bondage and violence (ILO 2020). Migrants and potential migrants face a number of challenges engaging with recruitment agencies, and without training or access to reliable information, it can be difficult for them to identify whether agencies are licenced, particularly when sub-agents are involved. Without access to reliable accurate information, migrants can be unclear on whether fees and requirements are reasonable; or whether they are meeting legal requirements in countries of origin and destination to successfully migrate through regular channels; and can be left without recourse if the job or living conditions do not match the description given prior to departure.

ASEAN has taken high-level policy steps to reduce the risk posed by unregulated recruitment agencies. The 2007 ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers notes that sending states are to “establish and promote legal practices to regulate recruitment of migrant workers and adopt mechanisms to eliminate recruitment malpractices through legal and valid contracts, regulation and accreditation of recruitment agencies and employers, and blacklisting of negligent/unlawful agencies” (Art. 14). Nonetheless, finding, blacklisting and shutting down the operations of unregistered recruitment agencies is not straightforward and many migrants continue to use them (ILO 2020b).

c. Loans and debt

The ASEAN Consensus notes that, pursuant to local laws, sending states “will . . . take necessary actions to prohibit overcharging of placement or recruitment fees by any parties chargeable to migrant workers in the sending state” (Art. 23(b)). The ILO’s General principles and operational guidelines for fair recruitment provide broader protection, and hold that “no recruitment fees or related costs should be charged to, or otherwise borne by, workers or job seekers.” This principle is also embedded in Article 7(1) of the Private Employment Agencies Convention, 1997 (no. 181).

In practice, migration costs are often regressive, falling as skill and wages of the worker increase. Recruitment fees, the cost categories they contain, and who is expected to pay all differ substantially. The average costs paid by domestic workers from Indonesia and the Philippines surveyed in Malaysia were US\$ 251, compared to average monthly earnings of US\$ 355 after migrating to Malaysia (ILO 2020). Among migrant workers in Thailand, Cambodians were found to pay on average US\$ 517, Laotians US\$ 503 and Myanmar workers US\$ 394 (ILO 2020b). As points of comparison, the minimum wage in Thailand was US\$ 262 per month in 2019 (ILO 2020d).

⁷ Intermediaries include recruitment agencies, agents and sub-agents, orientation and training providers, medical centres, travel agencies, insurance companies and remittance agencies.

Some governments have tried to minimize the costs to migrant workers, including the Philippines,⁸ Singapore,⁹ Thailand¹⁰ and Viet Nam¹¹, for example by deferring responsibility for recruitment fees to the employer or by setting a maximum amount allowable for recruitment agencies to charge migrant workers. Enforcing such measures can be difficult and migrant workers often continue to pay high fees to migrate.

To cover the cost of migration it is common for migrant workers to take on debt which can leave them with less power to speak up or to leave abusive employment conditions as they need their wages to pay back the debt. Wage deductions are one option, and involve no upfront costs to workers, although monthly deductions can limit earnings severely. The other option is to take a loan, ranging from interest-free loans from friends and family, to high-interest loans from predatory moneylenders. A survey of migrant workers found a majority of regular migrants from Cambodia (72.5%); Lao PDR (84.2%); Myanmar (60.7%) and Viet Nam (91.1%) used one of those options. On return, a large share of returnees reported an increase in savings (45%), or the same level of savings (35%) compared to pre-migration; however, 21 per cent had less savings on return (IOM, 2019) indicating issues with debt. Without financial literacy, it can be difficult for migrants to understand the value of interest payments, whether on loans or on wage deductions.

II. Protection challenges at the employment stage

While working in countries of destination, migrant workers can face many challenges related to their rights, working and living conditions. Lack of legal recognition of domestic work combined with the difficulties of promoting and enforcing compliance in private households of employers means the situation of migrant domestic workers can be dependent on private employment agencies and household employers, with few sources of recourse in cases of abuse or exploitation. An ILO report found that the ten most common types of complaints made by migrant workers for the ASEAN region (based on over 1,000 complaint cases) were: delay in deployment or job not provided; non-payment or underpayment of wages; passport not provided; living conditions; wages below legal minimum; withholding of documents; excessive work hours; no work leave; other and contract substitution (Harkins and Åhlberg 2017).

a. Labour protection issues

Historically, domestic workers have been broadly excluded from the scope of national labour laws, leaving them de facto informal workers. In Asia and the Pacific, 61.5 per cent of domestic workers are fully excluded from labour laws and over 70 per cent have no legislated limit on working time (ILO 2021a).

8 The Revised POES Rules and Regulations Governing the Recruitment and Employment of Land-based Overseas Filipino Workers of 2016 notes that “a placement fee may be charged against the overseas Filipino worker equivalent to one (1) month’s basic salary specified in the POEA, now DMW, approved contract, except for the following: (a) domestic workers; and (b) workers to be deployed to countries where the prevailing system, either by law, policy or practice, do not allow, directly or indirectly, the charging and collection of recruitment/placement fees.”

9 The Singapore Employment Agencies Act (Chapter 92); Ordinance 47 of 1958; revised edition 2012 states “The law prohibits employment agencies (EAs) operating in Singapore from collecting more than two months’ salary, and no more than one month for each year of service.”

10 The Thailand Job Placement and Job Seekers’ Protection Act, B.E. 2528 states under Section 26 that “No domestic employment licensee shall demand or receive any money or property from a job-seeker other than service charge or expense.”

11 In Viet Nam, the law on Vietnamese workers working overseas under contracts (Law No. 72/2006/QH11) states under Article 27, clause 2(b) that service enterprises are obliged “to directly recruit workers without collecting recruitment fees.”

The exclusion rate is higher than the global average (36%) and all other regions of the world, as in the Americas, Europe and Central Asia, no domestic workers are excluded, while in Africa, 37 per cent are excluded and in Arab States 3 per cent are excluded (ILO 2021c). The majority of domestic workers with coverage in labour law in Asia and the Pacific are in South-East Asia where they are covered through a combination of the general labour code and specific laws or subordinate regulations (ILO 2021c). Exclusion from the scope of national labour laws leaves domestic workers with less protection and fewer avenues for legal recourse, as in Brunei Darussalam (Nguyen and Simoes da Cunha 2019).

Even when domestic workers are included in labour law, they are not always granted the same recognition as other workers. The Philippines adopted comprehensive labour coverage for domestic workers under the Kasambahay Act (Republic Act No. 10361) in 2013. Other ASEAN Member States have adopted partial legal coverage with the following key developments: In Cambodia, legal coverage is under Prakas No. 235 on Work Conditions for House Workers (2018); in Lao PDR, the Labour Law (amended 2015); in Malaysia, the Employment Act 1955; in Thailand the Thai Labour Protection Act B.E.2541, including Ministerial Regulation No. 14, B.E. 2555; and in Viet Nam, the law on Vietnamese workers working overseas under contracts (Law No. 72/2006/QH11). Singapore has special provisions for migrant domestic workers under the Employment of Foreign Manpower Act and migrant domestic workers are covered under law no. 18/2017 in Indonesia. In Myanmar, a specific Domestic Workers Bill had been under consideration to close gaps in legal coverage across a number of laws and rules (ILO 2019).

Excluding domestic workers from the full scope of national labour laws, leaves the work sector only partially formalized, and represents a lack of recognition of domestic work as work, reflective of gendered discrimination towards “women’s work”. Lack of legal recognition is a significant problem for migrant workers who have reduced legal recourse to complaints mechanisms and to access justice in countries of origin and destination. The language used to describe domestic work in labour law and policy also signifies the degree of social recognition of domestic workers as skilled professionals, not members of family helping around the house. This in turn impacts domestic workers’ self-perception, as well as wider perceptions in society on the importance of care professions. In the ASEAN region, a range of terms are used, in the Philippines, “kasambahay” meaning “household companion” replaced the previous term “katulong” or “domestic servant”; Malaysia recently changed their labour laws to move away from using the term “domestic servant” to “domestic helper”.

b. Social protection issues

Lack of social protection coverage is a feature of informal work. As well as receiving limited coverage under labour law, domestic workers are also often either uncovered by social protection schemes, or specifically excluded from coverage. In Asia and the Pacific, 84.3 per cent of domestic workers are uncovered by contributory social security schemes; with 72 per cent uncovered by legislation, and the remaining 12 per cent uncovered as a result of implementation gaps (ILO, 2021c). Access for migrant domestic workers to social protection is further restricted, even when they have migrated internationally through official channels. Lack of access to social protection can leave workers vulnerable to poverty in the event of one of life’s contingencies, and so dependent on work that they are unable to leave exploitative situations.

A common set of policy and legislative factors limit access of regular migrant domestic workers to social protection, these include:

1. lack of certain branches of social security in destination states with emerging systems;
2. eligibility restrictions relating to employment sector (e.g. domestic workers and workers in agriculture and fisheries, are often excluded);
3. size of business employing the migrant (social security legislation may exclude smaller businesses with less than a certain number of employees from mandatory social security enrolment, de facto excluding private homes employing one or a very small number of domestic workers);
4. restrictions related to residence duration as many migration agreements for low-skilled workers have stay restrictions shorter than the minimum contributory period to qualify for benefits);
5. restrictions related to employment status (e.g. seasonal or temporary workers, cross border daily labourers);
6. nationality discrimination within legislation, where for example bilateral social security agreements or labour agreements may provide differing rights and entitlements to migrants from different countries of origin;
7. in general, international migrant workers can only access social insurance schemes, as non-contributory social assistance schemes tend to be restricted to citizens.

For most ASEAN receiving states, the extension of social protection to regular migrant domestic workers will depend on legal inclusion of domestic workers in social security coverage. At present, 36.4 per cent of countries in Asia and the Pacific have social security coverage for domestic workers for at least one social security benefit. Among 12 countries with available data, five provide coverage for migrant domestic workers (ILO, 2021c). To extend coverage, unilateral measures can be taken by countries of origin and destination countries to enable social security contributions by migrant workers; and sending countries can also set up migrant welfare funds. Bilateral and multilateral cooperation can then enable portability of acquired benefits.

c. Contract substitution and violations

The ILO Domestic Workers Convention, 2011 (No. 189) holds that “national laws and regulations shall require that migrant domestic workers who are recruited in one country for domestic work in another receive a written job offer, or contract of employment that is enforceable in the country in which the work is to be performed, addressing the terms and conditions of employment. . . prior to crossing national borders for the purpose of taking up the domestic work to which the offer or contract applies.” (Article 8). Some countries of origin, including Myanmar, the Philippines and Viet Nam, have requirements that migrant domestic workers sign an employment contract before they leave the country so the employment terms and conditions are clearly listed and understood. To expedite migration, migrant domestic workers can face time pressure to sign, meaning they cannot fully read or understand the contents of the contract due to limited time, being rushed by intermediaries, or lacking capacity to understand legal terms and confidence to ask intermediaries to clarify.¹²

¹² https://www.voanews.com/a/east-asia-pacific_thailand-migrant-workers-sign-contracts-they-dont-understand-undercutting-efforts/6207609.html

In addition, contract substitution is a risk on arrival at the country of destination, whereby recruiters or employers ask domestic workers to sign a new contract, which could be in another language and with different terms of employment, although data is lacking on the extent of the practice (ILO 2019). After paying substantial fees to migrate for work, workers face tremendous pressure to accept substituted contracts, leaving them vulnerable to exploitation. Common complaints regarding contract violations are related to the non-payment of wages, deductions, work hours and rest periods, working and living conditions, and abuse. A key standard in ILO Convention No. 189 is that before crossing national borders, migrants are to receive a written job offer, or contract of employment that is enforceable in the country of employment, principles also established in the ASEAN Consensus.

In Brunei Darussalam, the 2009 Employment Order did not require employers to provide a written record of terms of employment to employees not covered under the order, including domestic workers. Some examples related to contract changes from Brunei Darussalam involved workers having to sign a new contract in English once they arrive in Brunei Darussalam, a few cases where domestic workers found themselves working for a different employer upon arrival and workers having to work on tasks not listed in the contract. Other common complaints were related to how their wages were administered, including delays in payment or deductions (Brunei Darussalam National Report). In Indonesia, stakeholders have stated that contract substitution is still rife, especially for Indonesian migrants in Malaysia, where they were asked to sign another contract with less favourable terms, especially regarding wages. (Indonesian National Report). Laws can be introduced to heavily penalize contract violations and substitutions, as in Indonesia where deliberately placing a migrant worker in a position or type of work not in accordance with the terms of employment contract can be sanctioned with of 10 years in jail and a maximum of fifteen billion rupiah fine. Similarly, the Philippines sanctions contract violations with permanent disqualification and delisting from the roster of accredited principle/employers.

d. Wages

Migrant domestic workers reiterate that pay is their top priority in migrating for work (ILO 2017; ILO 2018). ILO Convention No. 189, Article 11 requires that ratifying Member States take measures to ensure that domestic workers enjoy minimum wage coverage where such exists, and that remuneration is established without discrimination based on sex. Article 12 states that domestic workers shall be paid directly in cash at regular intervals at least once a month. The Protection of Wages Convention, 1949 (No. 95) also states that wages shall be paid regularly and directly to the worker. However, migrant domestic workers are subject to underpayment, delayed payment or non-payment of wages (Migrant Forum in Asia 2021). In addition, the payment of a portion of wages in kind, for example through housing and food, can leave workers cash-poor, and unable to either save or remit money, leaving domestic workers extremely dependent on employers, and at higher risk of remaining in abusive situations. At the same time, the practice of long working hours means hourly pay can be well below minimum wages (ILO 2021c).

Minimum wage legislation is typically introduced to expand a wage floor for domestic workers. This is done in two main ways: 1) including domestic workers in existing minimum wage legislation; 2) setting a sectoral minimum wage for domestic workers, which may be different from the general rate. A sectoral minimum wage for domestic workers is standard practice in countries that use sectoral minimum wage systems in general – in other words, where there is

Table 3. Coverage of domestic workers by national labour laws on minimum wages

Country	Legislation on minimum wage
Brunei Darussalam	No statutory minimum wage
Cambodia	No statutory minimum wage applicable to domestic workers
Indonesia	No statutory minimum wage applicable to domestic workers
Lao PDR	“The State does not authorize an employer to determine a minimum salary or wage at a level lower than that promulgated at any interval” Article 108, Labour Law (Amended) 2015 Domestic workers are protected by the same minimum wage regulation as general employees.
Malaysia	No statutory minimum wage applicable to domestic workers
Myanmar	Unclear. House maids are included in the Minimum Wages Law (2013), however notification (2/2018) of the National Committee on Minimum Wages, stated that small businesses with under 10 employees and small families do not need to comply with the minimum wage payment.
The Philippines	Statutory minimum wage for domestic workers is lower than for other workers
Singapore	No statutory minimum wage
Thailand	No statutory minimum wage applicable to domestic workers
Viet Nam	Statutory minimum wage for domestic workers is the same as or higher than for other workers

no general minimum wage. If domestic workers are given a sectoral minimum wage where a general minimum wage already exists, it would not technically be in compliance with Article 11 of Convention No. 189.

In South-East Asia, just 6 per cent of domestic workers enjoy a minimum wage equal to other workers; 52 per cent have a minimum wage lower than other workers and the remaining 42 per cent are not covered by minimum wage law or policy (ILO, 2021c).

- **Viet Nam** is the only ASEAN Member State in which domestic workers within Viet Nam are entitled to a minimum wage rate at least equal to that of other workers (ILO 2021c).
- **In Indonesia**, domestic workers are excluded from minimum wage regulations and their pay can be received in any form with no restriction on proportions of cash vs in kind pay.¹³
- **In Thailand**, live-in domestic workers are not covered by minimum wage protection, and there are no restrictions on the proportion of in-kind payments. Ministerial Regulation No. 14 (2012) was under review and may lead to changes in minimum wage coverage (Table 3).

Considerable variation in wages can be seen, for example a 2016 study in Malaysia and Thailand found that just 10 per cent of 400 migrant domestic workers surveyed were paid above minimum

wage, when taking into account minimum wage per hour (ILO, 2018). Different levels of payment can be observed for migrant domestic workers of different nationalities in the same country of destination. This is partly explained by different negotiated wage rates bilateral memoranda of understanding (MOUs), or stipulations on migrants' wages made in countries of origin. The Philippine Overseas Employment Administration (POEA), now Department of Migrant Workers (DMW), in 2016 set the minimum salary for overseas Filipina domestic workers at US\$ 400 per month. Other ASEAN sending countries have differing or no rates. For example, the amended 2006 MOU between Indonesia and Malaysia on the Recruitment and Placement of Indonesian Domestic Workers, did not set a minimum wage, although in 2016 the Indonesian consulate in Malaysia reported the minimum wage for migrant domestic workers was then US\$ 214.01 (Anderson, 2016).

Wage discrimination exists between migrant domestic workers, as salaries are based on the market rate that employers are willing to pay which varies between nationalities (Migrant Forum in Asia 2012). This results in pay differences for work of equal value. For example, in Brunei Darussalam the POEA, now DMW, minimum salary for Filipino domestic workers of US\$ 400 is around Brunei Dollars (BND) 520, but Indonesian domestic workers receive a lower salary rate than their Filipino counterparts at around BND 350 (Brunei Darussalam National Report). Differences can be seen in Malaysia, with survey respondents from the Philippines receiving higher wages on average than those from Indonesia, and Cambodians reporting the lowest pay. In Thailand, pay is also stratified by nationality, with Thai domestic workers reporting the highest salaries (Anderson, 2016).

e. Living conditions

Many migrant domestic workers in ASEAN live in the households where they are employed. Their living conditions and food vary widely with some workers not being provided with their own room or bed, and having very limited respect for their right to privacy. The increasing use of technology for surveillance of domestic workers at home also raises issues of privacy. Convention No. 189, Article 6 states, "Each Member shall take measures to ensure that domestic workers, like workers generally, enjoy fair terms of employment as well as decent working conditions, and, if they reside in the household, decent living conditions that respect their privacy." The need for physical space and privacy has been underscored by the Covid-19 pandemic, and although in Singapore the MOM moved to increase the standard space to be provided to each worker in migrant dormitories from 3m² to 4.2m² (ILO, 2022e), similar standards do not appear to have been applied to domestic workers, or in other ASEAN Member States for domestic workers.

Guidelines exist in some ASEAN Member States regarding accommodation and food for domestic workers. For example, Cambodian authorities require that employers in destination countries are to ensure that migrant domestic workers have proper accommodation and food during their employment in the household. In Indonesia, employers are required to provide domestic workers with decent accommodation, and three meals per day that meet health standards (Annex 1, Point 6, National Report). MOM Singapore has issued guidelines for domestic workers to be provided with a separate room, but if that is not possible, to ensure that alternatives are provided where the modesty of the domestic worker is not compromised. MOM Singapore has also recommended employers to be sensitive to dietary habits and needs of domestic workers and to provide them with three meals a day in sufficient quantity.

The ASEAN Consensus holds that “migrant workers have the right to hold their own passport and original government-issued work and personal documents subject to laws, regulations, and policies of the receiving state”. However, many domestic workers experience isolation and restrictions on communications and freedom of movement, including in their free time as employers commonly withhold personal belongings, mobile phones and passports from domestic workers (Harkins and Åhlberg 2017).

National legislation on this issue is present in all Member States. For example, the rules and regulations governing the recruitment of Filipino Overseas Workers withholding or denying travel documents from OFWs is an act of illegal recruitment for employers and private recruitment agencies. Under the Singapore employment rules, employers are not allowed to keep the personal documents of migrant domestic workers, even if they ask their employers to do so. Under Singapore’s Passport Act (2007), it is an offence for an individual to keep or withhold a passport that does not belong to them (Singapore National Report). Withholding passports can be associated with forced labour – any work or service that is exacted from any person under the menace or threat of a penalty, and which the person has not entered into of his or her own free will (Forced Labour Convention, 1930, (No. 29), Article 2). All ASEAN Member States have national legislation against human trafficking, including on forced labour, and it is to be noted that withholding passports from migrant domestic workers can constitute an act of coercion, a means to force people to work without their free consent.¹⁴

f. Working conditions and hours

Domestic workers are widely excluded from legal limitations on working hours, although Article 10 of Convention No. 189 applies the principle of equal treatment in the area of working hours. Domestic workers are found to have some of the longest and most unpredictable hours of all workers, and more so for live-in domestic workers who are often expected to be on standby at all times (Hobden 2013). In South-East Asia and the Pacific, some 94 per cent of domestic workers are not covered by legislation limiting weekly working hours. Most of those who are covered are in Viet Nam, where an extension to the Labour Code limits the regular work week to 48 hours, although overtime is allowed with consent, a daily rest period of 8 hours is required (ILO, 2021c).

Entitlements to rest days and annual leave are more widespread. In South-East Asia and the Pacific, 65 per cent of domestic workers have a legal entitlement to paid annual leave that is the same as or longer than other workers; and 67 per cent have a similar entitlement to weekly rest (ILO 2021c). Cambodia, the Philippines, and Thailand all provide for at least 24 consecutive hours rest in a week and Viet Nam for an average of at least four days off in a month. Looking to paid annual leave, in the Philippines, Thailand, and Viet Nam, domestic workers are entitled to the same annual leave as other workers. While in Brunei Darussalam, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar and Singapore they are excluded from provisions on paid annual leave.

¹⁴ Brunei the 2019 Anti-trafficking in Persons Order criminalized sex trafficking and labour trafficking; Cambodia, 2008 Law on the Suppression of Human Trafficking and Commercial Sexual Exploitation; Indonesia Law no. 21 of 2007 on Anti Trafficking criminalized labour trafficking and some forms of sex trafficking; Lao PDR article 215 of the penal code criminalized sex trafficking and labour trafficking; Malaysia The 2007 Anti- Trafficking in Persons and Smuggling of Migrants (ATIPSOM) Act criminalized labor trafficking and sex trafficking; Myanmar, 2005 Anti-Trafficking in Persons Law criminalized all forms of labour trafficking and some forms of sex trafficking; Philippines Anti-Trafficking in Persons Act, 2003 and the Expanded act of 2011; Singapore the Prevention of Human Trafficking Act, 2015; Thailand Anti Trafficking in Persons act, 2008; Viet Nam Law on the Prevention of and Combat against Human Trafficking (No. 66/2011/QH12)

g. Freedom of association, organising and collectively bargaining

ILO Convention No. 189, Article 3 requires that domestic workers have the freedom of association and the effective recognition of the right to collectively bargain, to enable them to claim rights available to them in the law, as well as to negotiate conditions of work. There are a number of barriers to domestic workers ability to bargain and organize. Isolated and behind closed doors in their employers' homes, domestic workers are subject to a very unequal balance of power, not least as the ratio of employers to workers is so low that a striking domestic worker could be replaced with little difficulty. Organizing is difficult and requires new methods, as domestic workers are spread out between houses, and may be subject to restrictions of their movement and communications (Hobden 2015). Legal restrictions are in place limiting migrant domestic workers' ability to unionize, either because domestic work is not fully recognized under labour law, or because there are restrictions on migrants joining or forming trade unions. At the same time, organizations of employers of domestic workers are rare, limiting social dialogue of all kinds (ILO, 2021c).

The value of domestic worker unions and associations became clear during the Covid-19 pandemic, when members were able to share accurate and vital information on health and safety measures, as well as updates on migration related issues, through established social media platforms.

III. Protection challenges post-employment

Migrant workers can face challenges after employment, for example, related to the payment of their salaries, insurance or benefits, termination of contract or repatriation costs. In these cases, workers may struggle to navigate the legal system and file complaints at the destination country or on return to the country of origin. This is especially difficult for migrant workers in irregular status. There have been instances where migrant workers have been stuck in a limbo at the destination country without pay as they try to access and use grievance mechanisms, or if their employers refuse to sign their exit visas.

a. Grievance mechanisms

Migrant domestic workers are exposed to risks including labour violations such as unpaid or underpaid wages and overtime; excessive work hours; exposure to occupational health and safety risks; non-payment of owed benefits; withholding of repatriation costs and dues on termination of contract. Associated exploitation and coercion can reach levels qualified as forced labour or trafficking. As such, migrant domestic workers may experience abuse and violations classified under labour and criminal law.

The COVID-19 pandemic and response measures led to surging unemployment, with peak job losses in ASEAN in the second quarter of 2020 (ADB, 2021). Many migrant domestic workers struggled to manage the evolving situation. In the face of job losses or reduced working hours returned with unpaid wages as their employers suffered financially. Returning home was complicated by border closures, quarantine, and the difficulty of knowing when or how return to the country of origin would be possible. Many were stranded in countries of destination, or in border areas during lock-down periods with no income. Many others had their employment terminated without payment of their earned wages (Migrant Forum in Asia 2021).

Table 4. Three-tiered complaint mechanism

Tier 1	Recruitment agency	In the event of abusive employment conditions abroad, migrant workers should be able to contact the recruitment agency that hired them. The recruitment agency should then attempt to settle the dispute between employee and employer amicably and by voluntary agreement.
Tier 2	Responsible state authority	If tier 1 fails, then the appropriate institutions should provide impartial and effective third-party assistance through mediation and arbitration. Institutions should contact their counterparts in the country of employment. Should the complaint be proven, the responsible authority should revoke or suspend the licenses or satisfy claims for refunding.
Tier 3	Adjudication	Though prolonged and costly, this is the best way to deal with serious abuses of human rights in the recruitment process, including human trafficking. Complaints involving acts that are criminal in nature and require the imposition of penalties such as fines and imprisonment come within the jurisdiction of the courts.

Source: Baruah and Cholewinski, 2006.

Access to grievance mechanisms is key for migrant workers to make complaints and get access to justice. If they return to their countries of origin, accessing justice can become more difficult, and functional cross-border complaints mechanisms become important. A range of international standards call for establishment of complaint mechanisms for migrant workers.¹⁵ Reflecting these, the Cebu Declaration under obligations seven and nine requires destination countries to facilitate access to justice for migrant workers. To enable efficient use of resources, an administrative grievance procedure can supplement adjudication in courts, enabling more timely resolution of all cases (Table 4). Migrant Resource Centres across ASEAN have worked to support migrant workers in accessing justice for labour and criminal cases (Harkins and Åhlberg 2017).

Women migrant workers face specific barriers in accessing systems of justice, related to the cultured and gendered norms that drive labour market discrimination, violence, abuse and harassment. Structural and systematic discrimination hinder women's access to services throughout the migration cycle, and there are multiple additional barriers to formal and informal assistance applicable to labour and penal cases. These include: 1) language barriers to understanding employment contracts, or to access systems of justice; 2) lack of information and knowledge to use services, awareness of rights or procedures to access them; 3) social norms including victim blaming, embarrassment on the part of the victim or social stigma for abuse or violence, discrimination or lack of sensitivity by service providers, pressure not to report due to fear of losing income; 4) structural barriers including possibility of losing jobs, residency or

¹⁵ The Forced Labour Convention, 1930 (No. 29) and the 2014 Protocol to the Forced Labour Convention, 1930; the Migration for Employment Convention (Revised), 1949 (No. 97); the Migrant Workers (Supplementary Provisions) Convention, 1975 (No. 143); the Private Employment Agencies Convention, 1997 (No. 181); and the International Convention on the Protection of the Rights of Migrant Workers and Members of their Families, 1990.

work permits or being deported if migrants report; on return a lack of continuity or clear referral procedures between countries of origin and destination; and time and costs of legal cases can also be prohibitive (Spotlight Initiative 2020b).

b. Return and reintegration

Returning migrants can face new challenges to reintegrate into their countries of origin. These can include searching for decent work, dealing with lack of income or savings, or mental health issues (Wickramasekara 2019). Though there are programmes to prepare migrants to migrate for work overseas, reintegration programmes for returnee migrant workers are often much weaker (Kuschminder 2017). The background report for the 11th ASEAN Forum on Migrant Labour (AFML) stated: “While programmes and services have been set up in some ASEAN Member States, no country in the region has reportedly established a comprehensive state policy or strategy on reintegration” (ILO, 2018a).

Nonetheless, ASEAN Member States have made commitments to develop comprehensive reintegration programmes, in recognition of the diverse needs of returning migrants as well as the development potential of return migration. Comprehensive programmes would be gender sensitive, include access to social protection, access to employment and decent work at home or through regular migration channels (Wickramasekara 2019). At the same time, policy coherence in the area of skills and migration can promote better outcomes, this would include mechanisms to enable mutual recognition of skills. The ASEAN Qualifications Reference Framework (AQR) was set up to enhance lifelong learning and recognition, endorsed by ASEAN Economic Ministers in 2014, participation is voluntary. Mutual Recognition Arrangements (MRAs) have been established in eight professions.¹⁶ The MRA on tourism professionals is the only arrangement including an automatic recognition process wherein tourism certificates are mutually recognized by ASEAN Member States. There are 32 job titles in the tourism profession including housekeeping (ILO, 2021).

16 Engineering, nursing, architecture, medicine, dentistry, tourism, surveying, and accounting



Photo: Decent Work for Domestic Workers in the Philippines

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Table 5. Ratification of ILO Fundamental Conventions by ASEAN Member States

	ASEAN Member States					
	Brunei Darussalam	Cambodia	Indonesia	Lao PDR	Malaysia	Myanmar
Freedom of Association and the Protection of the Right to Organize Convention, 1948 (No. 87)		1999	1998			1955
Right to Organize and Collective Bargaining 1949 (No. 98)		1999	1957		1961	
Forced Labour Convention, 1930 (No. 29)		1999	1950	1964	1957	1955
Abolition of Forced Labour Convention, 1957 (No. 105)		1999	1999			
Equal Remuneration Convention, 1951 (No. 100)		1999	1958	2008	1997	
Discrimination (Employment and Occupation) Convention, 1958 (No. 111)		1999	1999	2008		
Minimum Age Convention 1973 (No. 138)	2011	1999	1999	2005	1997	2020
Worst Forms of Child Labour Convention 1999 (No. 182)	2008	2006	2000	2005	2000	2013
Occupational Safety and Health Convention, 1981 (No. 155)				2022		
Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187)			2015	2022	2012	

Source: [ILO Normlex](#). Data accessed June 2022

4. International standards and good practices

Laws and policies at international, regional and national levels frame systems to respect, protect and promote the rights of migrant domestic workers. International standards can be leveraged as appropriate to enhance migratory outcomes and promote welfare of international migrant workers.

a. International labour standards and UN Conventions relevant to domestic workers

International labour standards, legal instruments drawn up by the ILO’s constituents (governments, employers’ and workers’ organizations), set out the basic principles and rights at work. All international labour standards are in principle applicable to migrant and domestic workers, unless otherwise stated. Upholding the rights of migrant workers is important to ensure protection of all workers’ rights.

Ten fundamental Conventions have been identified by the ILO Governing Body and cover: freedom of association and the effective recognition of the right to collective bargaining; the elimination of all forms of forced or compulsory labour; the effective abolition of child labour; the elimination of discrimination in respect of employment; and a safe and healthy working environment. The principles are covered by the 1998 Declaration on Fundamental Principles and Rights at Work, as amended in 2002 (Table 5).

The Philippines	Singapore	Thailand	Viet Nam
1953			
1953	1965		2019
2005	1965	1969	2007
1960		1969	2020
1953	2002	1999	1997
1960		2017	1997
1998	2005	2004	2003
2000	2001	2001	2000
	2019		1994
	2012	2016	2014



Photo: Migrant fishers, Rayong, Thailand

© ILO/Pichit Phromkade 2023

The Domestic Workers Convention, 2011 (No. 189)

This is the first international legal instrument specifically addressing labour rights of domestic workers. Convention No. 189 was adopted at the International Labour Conference in 2011 and entered into force in 2013 following ratification by the first two states – the Philippines and Uruguay. By 2022, it had been ratified by 35 countries, with no further ratifications by ASEAN Member States. The Convention has an accompanying Domestic Workers Recommendation, 2011 (No. 201), which provides practical guidance on the implementation of the rights and principles in Convention No. 189.

The Convention notes the significant contribution of domestic workers to the global economy. Ratifying parties commit to take measures to ensure promotion of human and fundamental labour rights. Among other measures, ratifying parties commit to ensure domestic workers are informed of their terms and conditions of employment in an appropriate, verifiable and easily understandable manner and, where possible, through written contracts (Article 7). To protect the interests of migrant domestic workers, States further commit to ensure internationally recruited domestic workers receive a job offer or contract that is legally enforceable in the destination country before travelling for work (Article 8). Reference is made to entitlements to equal treatment to workers generally in hours of work, overtime compensation, daily and weekly rest and paid annual leave (Article 10), as well as minimum wage coverage (Article 11).

The Convention on the Elimination of All Forms of Discrimination Against Women, 1979 (CEDAW)

CEDAW is an international human rights treaty which defines what constitutes discrimination against women, and lays out an agenda for national action to end such discrimination. It has been ratified by 189 state parties, and all ASEAN Member States have ratified or acceded to the Convention.

In CEDAW General recommendation No. 26 on women migrant workers the Committee on the Elimination of Discrimination against Women affirmed that migrant women, like all women, should not be discriminated against in any sphere of their life. The Committee noted that countries of destination should ensure that occupations dominated by women migrant workers, including domestic work, are protected by labour laws and that contracts for women migrant workers are legally valid (Article 26(b)).

The International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, 1990 (ICMW)

The ICMW brings together a comprehensive set of human and labour rights for all migrant workers and members of their families, including in the area of equal treatment in respect of conditions of work and employment. Article 25 is of particular relevance as it holds that “1. Migrant workers shall enjoy treatment not less favourable than that which applies to nationals of the State of employment in respect of remuneration and a) other conditions of work. . . and b) employment; 2. It shall not be lawful to derogate in private contracts of employment from the principle of equality of treatment.” This principle is upheld for documented and undocumented migrant workers, as stated in Article 25.3: “States Parties shall take all appropriate measures to ensure that migrant workers are not deprived of any rights derived from this principle by reason of any irregularity in their stay or employment. In particular, employers shall not be relieved of any legal or contractual obligations, nor shall their obligations be limited in any manner by reason of such irregularity.” Meaning conditions of work and employment are held distinct from irregularities in migration status.

The ICMW has been ratified by 56 states. Among the ASEAN Member States, Indonesia and the Philippines have ratified the convention and Cambodia is a signatory party.

ILO migrant specific instruments

Migration for Employment Convention (Revised), (No. 97) and Recommendation (No. 86), 1949. Ratifying states commit to facilitate migration including through provision of a free service to assist migrants for employment and accurate information. They also commit to treat migrants no less favourably in conditions and terms of employment; trade union membership and collective bargaining; and accommodation. The Convention has 53 ratifications, including the following ASEAN Member States: Sabah- Malaysia (excluding the provisions of Annexes I to III) and the Philippines (excluding the provisions of Annexes II to III) from ASEAN.

Migrant Workers (Supplementary Provisions) Convention (No. 143), and Recommendation (No. 151), 1975. The Convention provides measures to combat irregular labour migration and requires ratifying States to respect the basic human rights of all migrant workers, regardless of status. It extends the scope of the equality principle to equality of opportunity and treatment in respect of employment and occupation, social security, unionization and cultural rights, and individual and collective freedoms for regular-status migrant workers and members of their families. It has been ratified by 28 countries, including the Philippines as the only ASEAN Member State to ratify so far.

b. Regional standards on employment contracts

The ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers, 2007 (Cebu Declaration)

The ASEAN Declaration was adopted by the ASEAN heads of state in Cebu, the Philippines in 2007. It calls on countries of origin and destination to ensure the dignity of migrant workers and outlines their obligations in the areas of: (i) protection from exploitation, discrimination, and violence; (ii) labour migration governance; and (iii) the fight against trafficking in persons.

The ASEAN Committee on the Implementation of the ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers (ACMW) was set up to advance mechanisms to safeguard migrant workers. As one of the Committee's recommended activities, ASEAN convenes a yearly Forum on Migrant Labour (AFML), which serves as a platform for review, discussion and exchange of best practices and ideas between governments, workers' and employers' organizations, and civil society stakeholders on key issues facing migrant workers in Southeast Asia. The Forum seeks to develop recommendations to advance the implementation of the principles of the ASEAN Declaration.

The 10th AFML in 2017 was themed "Towards Achieving Decent Work for Domestic Workers in ASEAN". Participants recommended concrete measures towards achieving decent work for domestic workers in ASEAN, including that domestic workers be recognized as workers and that ASEAN Member States should progressively move towards inclusion of domestic workers in their labour and social legislations. Recommendation 5 reads as follows:

"Promote the adoption of a standard national employment contract or proper documentation, with clear terms of employment for migrant domestic workers, consistent with international labour standards, that is recognized and enforceable in both the Sending and Receiving States, and made available in the language of the migrant domestic worker. The standard contract should clearly specify the rights and responsibilities of both migrant domestic workers and their employers, job description, and work conditions; and adopt non-discriminatory gender-sensitive language"

ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers, 2017

The ASEAN Consensus expands on migrant workers' rights, the obligations of Sending and Receiving States and commitments of ASEAN Member States. It aims to establish a framework for cooperation on migrant workers in the region. The ASEAN Consensus holds that migrant workers have "the right to be issued an employment contract (or proper documentation) by relevant authorities/bodies and/or employers with clear and basic terms of employment subject to national laws, regulations, and policies" (Article 14). It also provides that the Sending State will ensure migrant workers are "informed and aware of the terms and conditions of their work through a written employment contract or proper documentation and in language that they understand" (Article 22). While "the Receiving State will issue regulations or guidelines prescribing the terms and conditions of employment that must be included in employment contracts or proper documentation" (Article 36a), that "migrant workers are provided with a copy of employment contract or proper documentation" (Article 36b), and "ensure that clear

employment terms and conditions, such as wages, employment benefits, working conditions, health and safety, employment dispute mechanisms and repatriation are provided in national laws, regulations, contracts of employment, or other appropriate documentation.”

c. Good practices and normative standards

Some countries have become proactive in ratifying international labour standards and Conventions regarding migrant workers and their rights to make use of these normative standards. The Philippines, for example, has been pursuing different international, regional and bilateral actions to protect their migrant workers. They have signed and ratified most of the ILO conventions related to migration and have been active at global forums such as the Global Forum on Migration and Development (GFMD) and at regional ones such as the ASEAN Forum on Labour Migration.

With a view to simplify the migration governance structure in the Philippines, on December 30, 2021, then President Rodrigo R. Duterte signed into law Republic Act No. 11641, which created the Department of Migrant Workers (DMW), which is now the executive department of the Philippine government primarily responsible for the protection of the rights and the promotion of the welfare of migrant workers. The DMW absorbed the mandate of eight offices formerly under or attached to the Department of Labor and Employment (DOLE), the Department of Foreign Affairs (DFA), and the Department of Social Welfare and Development (DSWD), namely:

1. The Philippine Overseas Workers Administration (formerly under the DMW, the core units of which now serve as the backbone of the DMW);
2. The Philippine Overseas Labor Offices (POLOs), which the law renamed Migrant Workers Offices (MWOs);
3. The International Labor Affairs Bureau (ILAB),
4. The National Reintegration Center for OFWs (NRCO);
5. The National Maritime Polytechnic (NMP);
6. The Overseas Workers Welfare Administration (OWWA, formerly an attached agency of the DOLE, and is now an attached agency of the DMW);
7. The Office of the Undersecretary for Migrant Workers' Affairs (OUMWA) of the DFA; and
8. Office of the Social Welfare Attaché (OSWA) of the DSWD.

The law took effect fifteen (15) days after the required publication, and since then, the POEA and other offices have been transitioning into becoming one department, the DMW. During the transition period, the DMW started discharging some of the functions that was already transferred to it pursuant to the **Implementing Rules and Regulations of RA 11641** and other Joint Issuances issued by the concerned Departments, especially between the DMW and the DOLE. It was also during the Transition Period that the initial staffing pattern was approved by the Department of Budget and Management (DBM).

As of 1 January 2023, the day on which the DMW's inaugural budget of PhP16.3 Billion took effect, the DMW became fully constituted and operational.

Concerns over the protection and welfare of Filipino women migrants in domestic work led to efforts such as the 2006 Household Service Workers Reform Package at the national level, which

sought to minimize vulnerabilities and professional recognition of domestic work by requiring upgrading of skills through training and certification and setting the monthly minimum wage at US\$ 400. To ensure social protection coverage, the Overseas Workers Welfare Administration (OWWA) administers a range of social services for migrant domestic workers, including in life and accident insurance, and benefits for occupational injuries, illness or disability; it also facilitates access to the Philippines Health Insurance (PhilHealth). In addition to fulfilling human rights, this extension of social protection can help the Philippine government to negotiate more effectively with countries of destination on the terms and conditions of employment for overseas migrant domestic workers. The government also increased bilateral efforts with major labour receiving countries and ratified Convention No. 189. These efforts help in bringing coherence to policies at the different levels.

Due to the known challenges migrant domestic workers face during each stage of the migration cycle, several good practices have also been identified. For example, to tackle issues related to information asymmetry, many countries have introduced orientation programmes such as pre-employment and pre-departure orientation seminars, as well as post-arrival orientation seminar in the Philippines. In Viet Nam, the DOLAB under MOLISA with support from UN Women introduced gender sensitive training for migrant workers and for enterprises sending workers overseas responsible for providing the training. Pre-departure training has been compulsory since 2014, and was updated to reflect the Revised Law on Sending Vietnamese workers abroad in 2021.

To tackle one of the main problems during the employment stage, which is related to contract substitution a good practice related to standard contracts (or proper documentation) is seen from China, Hong Kong SAR. The Government has prescribed the Standard Employment Contract to protect the interest of migrant domestic workers and their employers. The sample of the standard employment contract is available online in 12 languages at the Labour Department website, along with many other documents and videos in different languages.¹⁷ These free, publicly available documents make it easier for migrant workers to access and understand their employment contracts and rights and for household employers to understand their obligations. The Employment Ordinance of Hong Kong recognizes domestic workers in labour law and proscribes for a minimum wage for foreign domestic workers, which is HK \$4,630 per month, and which does not differ based on the nationality of the worker.¹⁸

Another good practice is that non-state actors have tried to encourage the signing of standard employment contracts even when it may not be legally required. For example, the Migrant Forum in Asia has a template on standard terms of employment for women migrant domestic workers in their website, which they produced based on focus-group discussions in several countries and after peer review (through a UN Women led initiative).¹⁹ For domestic workers from the Philippines, it is compulsory to sign a standardized contract as provided by the Philippine government. So, in countries of destination like Singapore, even though it is not required by the government, employers still have to sign a contract with domestic workers from the Philippines.

To support access to justice for migrant workers, measures can be introduced giving migrant workers the right to file grievances against their employer or recruitment agency through joint

17 <https://www.fdh.labour.gov.hk/en/publication.html>

18 <https://www.info.gov.hk/gia/general/202109/30/P2021093000329.htm>

19 http://mfasia.org/dwrights/wp-content/uploads/2017/01/UNW_STOE_Form_Final_Blue-10-Dec-1.pdf

solidarity and liability which links the foreign employer with the local recruitment agency so migrants can file grievances even after returning home.

To support access to justice for migrant workers, measures can be introduced giving migrant workers the right to file grievances against their employer or recruitment agency through joint solidarity and liability which links the foreign employer with the local recruitment agency so migrants can file grievances even after returning home.

d. Framework of recommended terms of employment

International and regional standards are useful as a basis to develop practices for the recruitment and employment of migrant domestic workers. The Domestic Workers Convention, 2011 (No. 189), and Recommendation (No. 201), 2011 as the main international standards devoted to domestic work, provide a framework on decent terms and conditions of employment. On informing prospective domestic workers about the terms and conditions of employment, parties ratifying Convention No. 189 make specific commitments (Figure 2).

Figure 2. ILO Domestic Workers Convention, 2011 (No. 189)

Article 7: Each Member shall take measures to ensure that domestic workers are informed of their terms and conditions of employment in an appropriate, verifiable and easily understandable manner and preferably, where possible, through written contracts in accordance with national laws, regulations or collective agreements, in particular:

- (a) the name and address of the employer and of the worker;
- (b) the address of the usual workplace or workplaces;
- (c) the starting date and, where the contract is for a specified period of time, its duration;
- (d) the type of work to be performed;
- (e) the remuneration, method of calculation and periodicity of payments;
- (f) the normal hours of work;
- (g) paid annual leave, and daily and weekly rest periods;
- (h) the provision of food and accommodation, if applicable;
- (i) the period of probation or trial period, if applicable;
- (j) the terms of repatriation, if applicable; and
- (k) terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.

Article 8:

1. National laws and regulations shall require that migrant domestic workers who are recruited in one country for domestic work in another receive a written job offer, or contract of employment that is enforceable in the country in which the work is to be performed, addressing the terms and conditions of employment referred to in Article 7, prior to crossing national borders for the purpose of taking up the domestic work to which the offer or contract applies.

The ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers also provides clear guidance for the development of employment contracts or proper documentation for migrant workers, including provision of clear and basic terms of employment. There are several articles in the ASEAN Consensus that address employment contracts (Figure 3).

Figure 3. ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers: Employment contracts and proper documentation

Article 13. Migrant workers have the right to access information on matters pertaining to their employment and employment-related conditions from relevant authorities, bodies and/or recruitment agencies of Sending and Receiving States.

Article 14. Migrant workers have the right to be issued an employment contract or proper documentation by relevant authorities/ bodies and/or employers with clear and basic terms of employment subject to national laws, regulations, and policies.

Article 21. The Sending State, in close coordination with the Receiving State, will organise a pre-departure orientation/education programme, including human and labour rights, general working and living conditions, laws, policies, regulations, culture, norms, and practices of the Receiving State, avenues of assistance in the Receiving State and such other matters as will enable them to comply with administrative or other formalities of the Receiving State.

Article 22. The Sending State will ensure that migrant workers are informed and aware of the terms and conditions of their work through a written employment contract or proper documentation and in language that they understand.

Article 36.(a) The Receiving State will issue regulations or guidelines prescribing the terms and conditions of employment that must be included in employment contracts or proper documentation for migrant workers in accordance with the legislations, regulations, and policies of the Receiving State.

Article 36.(b) The Receiving State will ensure that migrant workers are provided with a copy of employment contract or proper documentation for their work in accordance with the applicable legislations, regulations, and policies of the Receiving State.

Article 36.(c) The Receiving State will regulate the employment of migrant workers by ensuring that clear employment terms and conditions, such as wages, employment benefits, working conditions, health and safety, employment dispute mechanisms and repatriation are provided in national laws, regulations, contracts of employment, or other appropriate documentation.

Article 46. [ASEAN Member State Commitments] Endeavor to recognize an employment contract containing the terms and conditions of employment.

5. Standard terms of employment in ASEAN

a. Minimum employment standards for domestic workers in national law and employment contracts

This section examines legal standards applied for migrant domestic workers. It divides focus onto: 1) legislation and policy applicable to migrant domestic workers in receiving countries; and 2) legislation and policy in sending countries applicable to outgoing migrant domestic workers. The main countries of destination are Brunei Darussalam, Malaysia, Singapore and Thailand. Here there has been an emphasis on use of broader labour legislation, including regulation of recruitment processes, and use of bilateral agreements to manage labour rights of migrant workers. Use of employment contracts has been viewed as a complementary practice, and not always required by law. In comparison, looking at legislation and policy concerning outbound migrant domestic workers from Cambodia, Indonesia, Lao PDR, Myanmar and Viet Nam, the general approach has been to promote the use of employment contracts, as well as pre-departure trainings as part of pre-migration packages used in regular recruitment and processing channels.

ASEAN Member States have a range of minimum employment standards for domestic workers migrating through regular channels, and in requirements for employment contracts. The ASEAN Declaration and Consensus note the need to: “Establish and promote legal practices to regulate recruitment of migrant workers and adopt mechanisms to eliminate recruitment malpractices through legal and valid contracts.” The Declaration holds the principle on regular recruitment to be an obligation of sending states, and the Consensus applies the principle as a specific right of migrant workers (Article 14, Consensus), thus requiring action by both sending and receiving states. In line with prevailing laws, regulations and policies, the Declaration holds that receiving states are to “promote fair and appropriate employment protection, payment of wages, and adequate access to decent working and living conditions for migrant workers”; and access to the legal system in cases of abuse and exploitation. Sending states are to promote regular recruitment, including through use of legal and valid contracts. The ASEAN Consensus further elaborates rights and obligations established in the Declaration (Figures 3 and 4).

Figure 4. ASEAN Consensus on the Protection and Promotion of the Rights of Migrant Workers: Minimum employment standards

The Consensus sets out obligations for receiving states concerning minimum employment standards. Obligations are to be in line with applicable national legislations, regulations and policies of the receiving state, and hold that migrant workers are to be provided with:

- fair and appropriate remuneration (Article 37)
- the right to join trade unions and associations (Article 38)
- adequate or reasonable accommodation (Article 39)
- fair treatment in respect of working conditions and remuneration (Article 40.(a))
- occupational safety and health protection (Article 40.(b))
- protection from violence and sexual harassment (Article 40.(c))
- gender and nationality in the workplace (Article 40.(d))
- access to adequate medical and health care (Article 41)
- facilitation in access to legal recourse and assistance, including language interpretation if necessary in cases of discrimination, abuse, exploitation and/or violence (Article 41.(a))
- facilitation of consular functions of Sending States when a migrant worker is arrested or detained (Article 41.(b))
- protection of employment rights during repatriation (Article 43)

Legal framework on arriving migrant domestic workers in receiving countries

Brunei Darussalam workers' rights are framed under the Labour Enactment (1954) and the Brunei Employment Order 2009 which is the main piece of legislation governing the terms and conditions of employment in Brunei Darussalam. However, it excludes a number of employees including "domestic servants" (Part I, Interpretation).²⁰ The implementing order Employment (Domestic Workers) Regulations, 2009²¹ lists sections of the Employment Order which apply to domestic workers in Brunei Darussalam, including Part II on contracts of service which lists information to be included in contracts of service (see Annex 2) and importantly states that any terms in a contract of service which are less favourable than conditions prescribed in the Employment Order "shall be illegal and not valid" (Article 12).

Foreign domestic workers are required to sign an employment contract only once they arrive in Brunei Darussalam.²² Foreign workers, including domestic workers are required by the Department of Labour to sign their contract in the presence of a Labour Officer who can brief them on their rights, obligations, and how to access to further information including the department's hotline number; as well as ensure compliance with the law.²³ A standard contract has not yet been developed; and while sample migrant worker contracts have been made available by the Department of Labour in its Guide to Brunei Employment Laws (second edition) these do not include job descriptions. Brunei Darussalam has made it mandatory for

20 Department of Labour, Ministry of Home Affairs. 2012. Guide to Brunei Employment Laws. Available at: https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwj61-3Zoo37AhXbSUEAHV_XAgQ-QFnoECA0QAQ&url=http%3A%2F%2Fwww.labour.gov.bn%2FDownload%2FGUIDE%2520TO%2520BRUNEI%2520EMPLOYMENT%2520LAWS%2520-%2520english%2520version-3.pdf&usg=AOvVaw1c6CE--DBC2wPYttMsq48U

21 See: https://www.agc.gov.bn/AGC%20Images/LAWS/Gazette_PDF/2009/EN/s039.pdf

22 An administrative requirement by the Commissioner of Labour

23 AsiaOne News. August 9th 2011. 73% drop in foreign workers' complaints. Available at: <https://www.asiaone.com/print/News/AsiaOne%2BNews/Malaysia/Story/A1Story20110809-293566.html>

employers wishing to employ a new domestic worker to apply for a job order at the Department of Labour, which is inspected, validated and recorded by the Department before an application can be made for an employment visa at the Immigration Department. The job order includes information on the age of the applicant, type of work, salary and job description. Other minimum employment standards are not legally applicable as domestic workers are excluded from Part VII of the 2009 Employment Order which sets minimum standards on hours of work, rest days, paid leave, sick leave, and other conditions of service; and from Part X on employment of women which sets standards on maternity leave and benefits (Employment (Domestic Workers) Regulations, 2009).

Malaysia has a general standard employment contract for migrant workers in both the formal and informal sector, and one for migrant domestic workers (Holliday 2020). The Employment Act, 1955²⁴ provides that a contract should specify the key terms of the employment relationship: name and address of worker/employer, address of workplace; start date and duration of the contract; place of work; occupation and sector; duties and responsibilities of workers and employers; working hours, overtime; payment of wages; weekly rest day; annual leave; public holiday; sick leave; safekeeping of passport and personal documentation; medical and accident insurance/social security; accommodation; access to communication; permitted deductions; termination and extension of employment contract; renewal of work pass; air passage; and repatriation.

Although the Employment Act does not differentiate between migrants and non-migrants, domestic workers are excluded from labour protections in the areas of normal work hours, rest and overtime pay; rest days; public holidays; annual leave; sick leave; maternity leave and severance benefits. In addition, minimum wage regulations, instituted by the Minimum Wage Order, 2016, do not apply to domestic workers. Regular medical tests required for migrant domestic workers include pregnancy tests. Should a migrant domestic worker be pregnant, they are liable for breach of contract and required to pay the costs for their immediate deportation (Holliday 2020). Looking to standards on food and accommodation, the Minimum Standard of Housing and Amenities Act, 1990 was extended to cover migrant workers in all sectors in 2016, through development of specific Guidelines on the Minimum Standards of Housing for Foreign Workers.

The Government of Malaysia has issued standard contracts for domestic workers.²⁵ It provides a range terms, with gaps largely reflective of legal gaps in the law (see Annex 2), although neither employers address is included, nor a description of the type of work to be performed, both requirements of the Employment Act. Malaysia has concluded a range of bilateral MOUs on labour migration, most of which include standard employment contracts, although the terms of employment differ between countries.

Singapore does not require the use of employment contracts for migrant domestic workers on the premise that its legal framework clearly outlines the rights and obligations of migrant domestic workers; and that these are made known to both parties prior to employment. Key legislation includes the Employment of Foreign Manpower Act, and a key practice is of “In-Principal Approval” (IPA) letters prior to the migrant workers’ departure which lay out employment terms and conditions.

24 <https://www.ilo.org/dyn/natlex/docs/WEBTEXT/48055/66265/E55mys01.htm>

25 <https://www.imi.gov.my/wp-content/uploads/2022/06/KontrakKerjaPRABind-27.pdf>

The Ministry of Manpower regulates temporary workers and sets criteria on eligibility for recruitment of migrant domestic workers, with certain listed nationalities applicable and a minimum age of 23 and maximum age for new recruits of 50 years. Recruitment of workers is delegated to private recruitment agencies (Goh, Wee, and Yeoh 2017).

The Employment of Foreign Manpower Act, (Revised) 1990²⁶ proscribes the responsibilities and obligations for employment of migrant workers in Singapore, providing comprehensive coverage on issues such as timely payment of salaries, provision of proper accommodation, adequate rest and a safe working environment. Employment of Foreign Manpower (Work Passes) Regulations, No. S 569, derive from the Act.

Although employers of migrant domestic workers in Singapore are not required to sign an employment contract, the Ministry of Manpower encourages the practice, and has worked with the Association of Employment Agencies (Singapore) to provide a template for voluntary use.²⁷ Safety Agreements are compulsory and must be signed by the domestic worker and employer in the presence of the employment agent. The agreement covers safety relating to window-cleaning.²⁸ Employers are also required to sign a service contract with employment agencies, although the Employment of Foreign Manpower (Work Passes) Regulations, No. S 569, holds that the domestic worker is “under the employer’s direct employment” (Fourth Schedule, Part II, Article 1).

In order to hire a migrant domestic worker, Singaporean employers or authorized employment agents must first apply for a Work Permit, for which an employer and migrant domestic worker make the following commitments. The work permit is valid for up to two years, renewable. No minimum salary is set, although employers must provide medical and personal accident insurance.²⁹ Female migrant domestic workers aged between 23 and 50 years are required to attend a six-monthly medical exam (6ME), which includes a pregnancy test, and checks on body mass index and visible signs of abuse. An HIV test is required every two years and test for TB once after two years in Singapore. Migrant domestic workers aged 50 years and over are not required to attend the 6ME. If the domestic worker is found to be pregnant or tests positive for HIV or TB, their work permit must be cancelled and they must be sent home immediately.³⁰

If a Work Permit application is approved, the Ministry of Manpower issues an IPA letter. Employment of Foreign Manpower (Work Passes) Regulations, No. S 569 provides that the employer must take all necessary steps to ensure the foreign domestic worker receives the IPA at least three days before their departure for Singapore (Part II, Article 1) or within seven days of the issuance of the IPA if the employee is in Singapore. The regulation also provides that the employer is responsible for the purchase of a minimum level of medical insurance, accident insurance, that they ensure domestic workers attend 6MEs, inform the Controller of Immigration if the domestic worker goes missing or dies, and bear the cost of burial or return of remains and return of belongings. Further regulations note that the employer must provide, and be responsible for the cost of adequate food and medical treatment; “acceptable accommodation”; the cost of repatriation of the domestic worker; and that outstanding salaries must be paid before repatriation. Salary is to be paid at least monthly, at the rate fixed in the

26 <https://www.mom.gov.sg/legislation/employment-of-foreign-manpower-act>

27 Contracts and safety agreement for migrant domestic worker (mom.gov.sg)

28 Contracts and safety agreement for migrant domestic worker (mom.gov.sg)

29 See: Key facts on Work Permit for MDW (mom.gov.sg)

30 See: Six-monthly medical examination (6ME) for MDWs (mom.gov.sg)

work permit. Daily rest is to be “adequate” although hours are not stipulated, and a rest day is to be granted every seven days without pay, although with prior written agreement the domestic worker can work on the rest day and receive compensation in lieu, or a monetary compensation “not less than the rate of pay of one day’s work”.

To enable better understanding of rights and obligations, first-time employers are required to attend a mandatory Employers’ Orientation programme, and migrant domestic workers are required to attend a post-arrival Settling-in Programme administered by the Ministry of Manpower. In cases of dispute, where there are infringements on employment regulations, the Ministry of Manpower can impose penalties.

In **Thailand** the key relevant labour laws are the Thai Labour Protection Act B.E.2541³¹ and the Thai Civil and Commercial Code.³² The Labour Protection Act covers employment conditions including: working hours (maximum 8 hours a day, 48 hours a week, plus one day off per week), holidays and leave (6 days paid leave, plus the 13 public holidays), notice period for termination of employment (one interval of wage payment), overtime (between 1.5 and 3 times the normal hourly wage), sick pay (30 days paid sick leave per year), and severance (increasing payments depending on length of employment). Ministerial Regulation (No. 14) B.E. 2555 issued under the Labour Protection Act³³ extends protection to domestic workers, however mandates their continued exclusion from minimum wage and working hours protection. A revision of the Ministerial Regulation to better protect domestic workers and remove the exclusions is ongoing (ILO 2021c). A contract of employment may be express or implied, whether written or oral is sufficient to form a legally binding employment contract between an employer and an employee in Thailand.

The Foreigners’ Working Management Emergency Decree (no. 2) B.E. 2561 (2018) governs the employment of foreign workers in Thailand and is administered by the Minister of Labour. The Emergency Decree covers workers not included in the Ministry of Labour notification on prohibited occupations for foreigners,³⁴ and hence covers migrant domestic workers. The Emergency Decree covers recruitment processes, establishing the principle of zero recruitment fees for migrant workers (Section 42) as well as licencing and monitoring of private recruitment agencies; protection from abusive recruitment and employment practices, including fraud; provides some flexibility to change employers; requires provision of an employment contract and the right to retain the contract, as well as passport and other personal documents.

It is prohibited for a foreign person to work or for an employer to hire a foreign worker without first obtaining a relevant work permit (Sections 8 and 9) and an employment contract is required to obtain the work permit. Licenced agents are permitted to bring migrant workers into Thailand only when a contract is in place between the worker and employer (Section 41). A copy of the employment contract must be submitted to the Registrar, delegated by the Minister of Labour, which certifies the existence of the employer and availability of the work. Following the issuance of a certification document, the agent can then apply for a work permit for the migrant worker (Section 41).

31 Thailand - Labour Protection Act, (No. 3), B.E. 2551 (2008). (ilo.org)

32 <https://thailawyers.com/thai-laws/thai-labor-law/>

33 Thailand - Ministerial Regulation (No.14) B.E. 2555 (2012) issued under the Labour Protection Act. (ilo.org)

34 Unofficial translation of: The Government Gazette, Vol. 137, Special Part 92 Ngor, 21st April B.E. 2563 (2020) Notification of the Ministry of Labour R.E: Prescription of the prohibited occupations for foreigners. Available at: e90980ef8b675e525737e-753acc2726e.pdf (doe.go.th)

If an employer directly hires a foreign worker from a country with which Thailand has signed an MOU on Labour Cooperation and Agreement on the Employment of Workers, they are to draw up a written contract “including at least the list prescribed by the Director-General”³⁵ one copy is to be in the workplace for officials to check, and the worker is also to be given a copy (Section 46). The employer is permitted to make deductions from migrant worker’s wages only for “costs which are of the foreign workers responsibility” which the employer paid for in advance including passports, health check, work permit as proscribed by the Director-General, but not more than 10 per cent of the money the foreign worker has the right to receive each month (Section 49).

Agents, or the last employer who places the guarantee bond, are responsible for repatriation of migrant workers on completion of their contract and must register their return. Failing this, relevant authorities can repatriate a worker, and recover the costs from a security deposit licence agents place with the government (Section 55-58). The cost of travelling to Thailand and the repatriation cost is specified in the standard employment contract (MOU workers) of Ministry of Labour which specified that “The Employer shall pay for the cost of travelling to Thailand as well as pay the arrangement for transportation to his assigned housing. The Employer shall also pay for the cost of the return travelling of the Employee to his country after he finish his working contract, except that the Employee is at fault or terminate the contract”.

In addition to the legal framework on migration management, enhanced by the adoption of the Foreigners’ Working Management Emergency Decree, Thailand signed Memoranda of Understanding (MOUs) on employment cooperation with neighbouring Lao People’s Democratic Republic in 2002, and Cambodia and Myanmar in 2003. These were updated in and extended in scope covering all aspects of labour cooperation and the specific Agreements were signed under the MOUs in 2015 and 2016, including a new MOU and Agreement signed with Viet Nam. The MOUs and Agreements provide migrant workers, including domestic workers, with a regular labour migration channel to access job opportunities in Thailand. The MOUs have their own specifications regarding contracts. A further approach is the nationality verification (NV) process, which allows undocumented migrants to regularize their status without having to return to their countries of origin. Employment contracts for workers regularized under the NV process follow the regulations established through relevant labour law.

Legal framework on departing migrant domestic workers in countries of origin

Cambodia, in 2018, adopted Prakas 235 on Working Conditions for Domestic Workers³⁶ which determines working conditions for domestic workers working in Cambodia. It sets the minimum age for employment in domestic at 18, or 15 years for “light housework” that “does not cause danger [or] affect health” and requires a written employment contract between employers and domestic workers which is to include some specific points. Prakas 235 holds that domestic workers are to be provided 24 consecutive hours of weekly rest; that paid holidays regulated by the MOLVT are applicable to domestic workers, overtime for work during public holidays is set at 200 per cent; and that employers are “responsible for work incidents” and social security schemes in the law.

Sub-decree No. 190 on the management of sending Cambodian Workers abroad through Private

35 The list has been issued

36 <https://www.arbitrationcouncil.org/resources/laws-regulations/prakas/>

Recruitment Agencies,³⁷ was adopted by the Government in 2011. It applies to domestic workers and stipulates that in sending Cambodian workers abroad, recruitment agencies are to enter into three contracts: 1) between recruitment agencies and the Ministry of Labour and Vocational Training; 2) the Placement Service Contract, between the recruitment agency and Cambodian migrant worker; and 3) the Employment Contract between foreign employer and the Cambodian migrant worker. Sub-decree No. 190 notes that contracts should specify working conditions, job status, types of work, benefits and key addresses without setting minimum standards or elaborating further (Article 15, see Annex 2). Prakas No. 253 was issued in 2013 on minimum standards of job placement service contract, however no supporting Prakas has yet been issued on the employment contract.

In **Indonesia**, the Law on Protection of Migrant Workers (No. 18/2017)³⁸ covers three categories of Indonesian migrant workers: those employed in legal entities as employers; those who work for individual employers (including as domestic workers); and fishers working in fishing vessels. The law provides that migrant workers hired by individual employers must undergo placement through private agencies, meaning migrant domestic workers cannot migrate autonomously.

The Law on Protection of Migrant Workers includes provisions on employment contracts for Indonesian migrant workers. Article 1 defines an employment contract (*Perjanjian Kerja*) as, “a written agreement between an Indonesian migrant worker and an employer, which contains work requirements, rights, and obligations of each party, as well as guarantee of safety and security during work period in accordance with the terms of law and regulation.” Indonesian migrant workers are to receive a contract prior to qualification for work placement abroad (Article 13); and to receive an explanation of the rights and obligations contained in their contract (Article 6). Wages are to be in accordance with legislation in the country of destination, or any agreement between the country of destination and Indonesia (Article 6).

The minimum contents of the employment contract for migrant workers are set out in Law 18/2017 (see Annex 2). BP2MI No. 1, 2020, on the Standards, Signing and Verification of Employment Contracts for Indonesian Migrant Workers, is a derivative implementing regulation, and further outlines standard terms and conditions of migrant workers' employment, including some additional requirements stipulated for employment contracts. Although the main body of the regulation applies to all migrant workers, a separate annex outlines contract standards for migrant workers hired by individual employers, such as domestic workers, and provides additional stipulations:

- Point 2: With regard to rights and obligations, Annex 1 stipulates an extra provision, in Point 2 (c) 5., employers are to facilitate the opening of a bank account for Indonesian migrant workers without an account.
- Point 3: With regard to working & rest hours, Annex 1 rules in Point 3 (a) that employers provide migrant domestic workers with a rest period of nine consecutive hours. If the rest hours do not reach this minimum, then the employers must seek approval of the migrant domestic workers for the extra work hours, and compensate the overtime in accordance with the hourly rate under local labour laws. Point 3 (b) holds that employers are to provide migrant domestic workers with one mandatory weekly day-off. If the migrant domestic worker agrees to work on their day-off, they must be compensated at

37 Annex 28 Subdecree190 on management of sending workers abroad_eng (mekongmigration.org)

38 UU_18_2017_eng.pdf (kemnaker.go.id) for English translation, see: Indonesia-Protection-of-Indonesian-Migrant-Workers-law-2017.pdf (antislaverylaw.ac.uk)

- a rate in accordance with local labour laws.
- Point 5: With regard to annual leave, when migrant domestic workers voluntarily agree not to make use of leave, employers are to compensate them with a sum equivalent to the price of a return airline ticket.
 - Point 6: With regard to accommodation, Annex 1 guides in Point 6 (a) that employers provide migrant domestic workers with a decent accommodation, and 3 (three) meals (per day) that meet the health standards. Point 6 (b) stipulates that migrant domestic workers can work and reside at the employer's address.

In Lao PDR domestic workers' labour rights derive from the Labour Law (Amended), 2015, and foreign workers in Lao PDR are entitled to "legal protection according to the laws of the Lao PDR" (Article 69). Written employment contracts are only required where one or both parties is "a legal entity or organization" (Article 77). Where the employer and employee are both individuals, as in the case of domestic workers in households, the contract "may" be verbal (Article 77). The phrasing is such that it does not appear employment contracts are required for domestic workers.

The minimum content of employment contracts is set out in the labour law however, not all standards apply to domestic workers. Domestic workers are termed "household workers" and defined as "employees working on households of other people on a basic contract that outlines duties, daily working hours, salary, payment terms and residency terms". In terms of minimum standards, hours of work and rest are set under Article 51 and apply to "employees" in "labour units", not household workers employed in households. "Workers" are entitled to at least one day of rest within a week or four days per month (Article 54); "workers who are paid on a monthly basis" are entitled to a maximum of 30 paid days of sick leave per year; and workers on "specific work contracts" are entitled to paid sick leave after working more than 90 days (Article 56). Paid annual leave and official and customary holidays are entitlements only for "employees", as are provisions on regularity of payment (Chapter 2, Section VII), paid overtime and holidays (Chapter 3, Section VII), and occupational safety and health (Section VIII). Labour disputes with "international characteristics," can be brought before the Labour Administration Agency according to Article 153 of the Labour Law (2015), however it is not clear that this applies to domestic workers as labour disputes are defined as arising when "an employer and its employees cannot reach consensus on a labour issue" (Article 147).³⁹

For Lao migrant workers, including domestic workers, the Labour Law provides that the Labour Administration Agency, recruitment enterprises, and with authorization, labour units are involved in labour migration (Article 39). Their responsibilities include signing "working agreements pertaining to the sending of Lao labour overseas" although it is not specified who the agreements are with; holding pre-departure training for migrant workers; monitoring, evaluating, protecting and assisting Lao migrant workers during their stay abroad; they are to arrange their return after expiration of "any working contract" or "in the event of an emergency", implying that contracts are not compulsory, and not clarifying policies on repatriation if a contract is terminated early for reasons other than an emergency (Article 40). The 2016 MOU with Thailand on labour migration does not mention employment contracts.

39 https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=96369

In **Myanmar**, migration of domestic workers was banned between 2014 and 2019. The ban was lifted on March 5th 2019 (The Straits Times 2019). However, procedures were not in place to enable the regular migration of domestic workers by the end of 2022 and domestic workers were still unable to migrate through regular channels. A bilateral agreement for deployment of women domestic workers signed between the Myanmar Overseas Employment Agency Federation (MOEAF) and Singapore Employment Association in late 2020, was not operational by late 2022, as official mechanisms were not in place to enable regular out-migration of domestic workers from Myanmar. Availability of jobs abroad meant that labour migration of women for domestic work continued, and in some countries, such as Singapore registration is possible once in the country, and on an ad hoc basis as in Thailand under the NV process. Without access to formal departure channels, migrant domestic workers could not benefit from employment contracts, formal pre-departure training and other information, and faced higher placement costs, and increased risk of abuse and exploitation and difficulty in accessing government services or complaint mechanisms due to their irregular migration status (Shivakoti, Henderson, and Withers 2021 and Deshingkar 2021).

Looking at legal coverage for domestic workers in Myanmar, domestic workers are excluded from the Holiday and Leave Act (1951) and the Occupational Safety and Health Law (2019). They are included in the Minimum Wage Law (2013) and Payment of Wages Law (2016). However, under notification (2/2018) of the National Committee on Minimum Wages, which set the first minimum wage, small businesses with fewer than ten employees do not need to comply with the minimum wage requirement, consequently the interpretation is not clear for domestic workers. The Payment of Wages Law (2016) also holds that wages should be paid monthly and only specified deductions are permitted, which include leave without approval. However, since domestic workers are excluded from the Leave and Holidays Act, all leave could be considered leave without approval. Deductions for accommodation, and meal allowances among others are permitted, and the relative value of deductions is not specified (ILO, 2019).

In terms of Myanmar labour legislation covering employment contracts, the Employment and Skills Development Law (2013) covers employment contracts, however the scope of the law does not include domestic workers or households, and as such domestic workers in Myanmar are not legally entitled to an employment contract or, as a consequence, to file complaints (ILO, 2019). The Law relating to Overseas Employment (No. 3/99)⁴⁰ is the central law for migrant workers and rights; it does not mention employment contracts, although holds that in cases “where there is a written agreement” between a service agency and a migrant worker, the service agent is required to uphold its contents (Article 25).

In 2016, the MOEAF launched its voluntary code of conduct to which its members can adhere. The code includes a commitment that employment agencies will be responsible for:

- ensuring that migrant workers are provided with employment contracts;
- provision of contracts with comprehensive information on living and working conditions that are in compliance with national laws and a model standard contract;
- accurate translation of contract into the languages of migrant workers and employers;
- making reasonable efforts to explain contract terms to migrant workers and enable their review and consideration before signing;
- ensuring the migrant workers receive a copy of the signed contract;

40 https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=72869&p_country=MMR&p_count=86&p_classification=17&p_classcount=6

- ensuring there are no substitutions of contracts or supplementary agreements
- ensuring that employment contracts are voluntarily signed by the true person without coercion or deceit.

In the Philippines, the Domestic Workers Act, 2012 (Republic Act No. 10361) holds that an employment contract must be signed and understood by the employer and the domestic worker prior to the start of employment (Section 11). The terms of the contract are stipulated and a model contract has been developed by the Department of Labor and Employment (DOLE). The law sets a minimum wage for domestic workers (Section 24); regulates payments (Section 25); paid annual leave (Section 29); includes domestic workers in social protection systems (Section 30); and sets regulations on termination and notice periods and payment of due wages. Domestic workers are entitled to at least 24 consecutive rest hours per week (section 21); “an aggregate daily rest period of eight hours per day” (Section 20). Under the Implementing Rules and Regulations of Republic Act No. 10361, deductions mandated by law from wages are capped at a maximum of 20 per cent of a domestic worker’s monthly pay (Section 6).

The Migrant Workers and Overseas Filipinos Act of 1995, Republic Act No. 8042,⁴¹ amended by Republic Act 10022,⁴² explicitly requires employment contracts for migrant workers, Section 3 states:

“The State shall likewise allow the deployment of overseas Filipino workers to companies and contractors with international operations: Provided, that they are compliant with standards, conditions and requirements, as embodied in the employment contracts prescribed by the POEA and in accordance with internationally-accepted standards.”

The law defines “regular/documented Filipino migrant workers” as those possessing valid passports, visas and permits, and “whose contracts of employment have been processed by the POEA, or subsequently verified and registered on-site by the POLO, [now MWO] if required by law or regulation” (Section 1.(rr))

The Revised POEA, now DMW, Rules and Regulations Governing the Recruitment and Employment of Land based Overseas Filipino Workers of 2016 sets minimum contract provisions for all land based overseas Filipino workers (see Annex 2). In addition, the POEA, now DMW, issued a Standard Employment Contract for Domestic Workers in 1994⁴³ (later re-titled to Standard Employment Contract for Household Service Workers), which has been tailored in several embassies and POLOs, now Migrant Workers’ Offices (MWOs), including Singapore and Malaysia. Standard contracts have also been developed for Filipino domestic workers bound for Jordan and the Saudi Arabia. Standard contracts are signed by the worker, the employer and the recruitment agencies to establish their responsibility towards the migrant workers.

The POEA, now the DMW, used to process applications for departing migrant workers and issue Overseas Employment Certificates (OECs) at the central office in Manila. As a result of consultations with internal and external stakeholders, the DMW has decided to decentralize

41 https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=43183

42 https://lawphil.net/statutes/repacts/ra2010/ra_10022_2010.html

43 <https://apmigration.ilo.org/country-profiles/standard-employment-contract-for-filipino-household-service-workers>

the function to the MWOs stationed at the host countries. As a result of the same ongoing consultations with stakeholders, the DMW is in the process of reviewing the issuance of OECs in order to strike a better balance between the convenience of workers and the protection it affords to them, especially those in the vulnerable sectors including domestic workers.

The employment contract includes the following minimum provisions: name and address of the employer/company; position and jobsite; basic monthly salary, including benefits and allowances and mode of payment (salary shall not be lower than the prescribed minimum wage in the host country or prevailing minimum wage in the National Capital Region of the Philippines, whichever is higher); food and accommodation or the monetary equivalent; commencement and duration of contract; free transportation; regular work hours and day off; overtime pay; paid vacation leave and sick leave for every year of service; free emergency medical and dental treatment; just/valid/authorized causes for termination; settlement of disputes; repatriation of worker (in case of imminent danger due to war, calamity, and other analogous circumstances); and repatriation in case of the worker's death.

Viet Nam in January 2022, the updated Law on Contract-Based Vietnamese Overseas Workers (69/2020/QH14)⁴⁴ came into force. It covers overseas migrant workers, including domestic workers. The law revised the 2006 version,⁴⁵ with key updates including an explicit prohibition of recruitment agencies passing on brokerage commissions to migrant workers; migrant workers no longer have to pay service fees or brokerage commission to public employment services; migrant workers can now end contracts in situations of threat, sexual harassment, maltreatment or forced labour; and are entitled to legal aid for cases of abuse, violence or discrimination of workers abroad.⁴⁶

Protections for Vietnamese migrant workers are spelled out in Article 6, which holds that workers are to “benefit from salary, wages, medical examination and treatment policies, social insurance, occupational accident insurance, other policies according to employment contracts; inward transfer of salary, wages, income and other legal assets of individuals according to regulations and law of Viet Nam and host countries” (Article 6c), and that domestic workers can “unilaterally terminate employment contracts if workers are abused, exploited by employers, facing life-threatening risks or sexual harassment during period of working abroad” (Article 6.dd).

Under the Law on Contract-Based Vietnamese Overseas Workers (69/2020/QH14) three contracts are required before a worker can receive a work permit to migrate abroad:

1. **A labour supply contract** – a written contract between a Vietnamese service/recruitment enterprise and a foreign labour receiving party. The contents are to be consistent with both the laws of Viet Nam and of the receiving country. Supply contracts are to contain

44 Law 69/2020/QH14 Vietnamese guest workers (vanbanphapluat.co)

45 https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=91702&p_country=VNM&p_count=532&p_classification=17&p_classcount=40

46 https://www.ilo.org/dyn/migpractice/migmmain.showPractice?p_lang=en&p_practice_id=208

information on a range of issues,⁴⁷ with tailored agreements made under MOUs and bilateral agreements. For example, stipulations in labour supply contracts between Vietnamese and Saudi Arabian service enterprises include that the domestic worker: is only to work for the household of the registered employer; is to have a daily break of a continuous nine hours, and one day off per week; a minimum monthly salary of US\$ 350 per month, or US\$ 15 per day for overtime on a day off; is to be given adequate accommodation that is clean and private and three nutritious meals per day. The employer is responsible for all healthcare costs; if an employment contract is terminated before the two-year standard term through no fault of the worker, the employer is responsible for repatriation costs, and must remit all outstanding compensation; the employer is also responsible for transport costs to and from the employment site for workers who complete the two-year contract.

2. **A service contract** – a written contract between the worker and the Vietnamese service enterprise. The service enterprise is tasked to ensure the conditions of the employment contract are consistent with the service contract.
3. **An employment contract** – a written contract between the worker and the employer in the receiving country. This covers terms of employment, including wages, and working conditions. The contract is to be in Vietnamese, and either English or the language of the receiving country, and the worker must receive an explanation of the terms of the contract before signing. However, the contract is developed in line with the legal regulations of the receiving country and any Memorandum of Understanding/Agreement between the receiving country and Viet Nam.

In addition, the Ministry of Labour, War Invalids and Social Affairs (MOLISA) issued an associated Circular No. 21/2021/TT-BLDTBXH⁴⁸ detailing a number of Articles of the Law on Contract-Based Vietnamese Overseas Workers. The circular provides for the content of supply contracts between service agencies and workers (Article 14) without setting minimum standards; sets limits on service fees at 0.5 months of the workers contract for every 12 working months (Article 7.2). It also holds that the “contract for Vietnamese guest worker services signed between a worker and a service provider shall be in accordance with the law of Viet Nam, law of the host country or territory, international agreements prescribed in Clause 1 Article 42 of Law No. 69/2020/QH14, labor supply contracts signed with the foreign employment receiver (if any)” (Article 14) leaving potential challenges if the laws are not congruent.

b. Gap analysis of different national terms/contract of employment

The ASEAN Consensus sets out obligations for sending and receiving states, as well as for ASEAN member states in issuing contracts (or proper documentation), as well as the information these should contain in terms of employment and working conditions (Article 36.(a) and (b)). The ILO Domestic Workers Convention, 2011 (No. 189) also stipulates in Article 7 the need to inform domestic workers of their terms and conditions of employment in an appropriate,

47 a) Duration of contracts; b) Number of workers; field of operation; age of workers; c) Host countries; d) Working location if contracts are signed with foreign employers; dd) Working conditions and environment; e) Working hours and break time; g) Occupational safety and hygiene; h) Salary, wages, other benefits and bonuses (if any); overtime payments; payments taken from salary according to regulations and law of host countries; i) Living, working and commuting conditions; l) Social insurance, health insurance, occupational accident and disease insurance; m) Conditions for premature contract termination by workers and responsibilities for paying damages; n) Service fee paid by foreign employment receivers (if any); o) Responsibilities to pay travel cost from Viet Nam to work place and vice versa; p) Responsibilities of parties when workers face risks while working abroad; q) Responsibilities of parties in dealing with arising issues for workers while working abroad; r) Mechanisms, procedures and regulations and law on solving conflicts; s) Other agreements that do not contradict regulations and law and social moral. (Article 19, Article 19, Law No. 69/2020/QH14)

48 <https://thuvienphapluat.vn/van-ban/EN/Lao-dong-Tien-luong/Circular-21-2021-TT-BLDTBXH-detailing-of-articles-of-the-Law-on-Vietnamese-guest-workers/529029/tieng-anh.aspx>

verifiable and easily understandable manner and preferably, where possible through written contracts, in accordance with national laws, regulations and collective agreements (Figure 2). The ILO Convention 189 (Article 7) lists the minimum terms that should be spelled out in a standard contract, as well as minimum employment standards all of which are expanded in additional International Labour Standards.⁴⁹ In cases of dispute, it is significant to note that the ASEAN Consensus holds that “Migrant workers shall have the right to file a complaint or make a representation under the law relating to labour dispute in the Receiving State against termination of employment and/or breach of an employment contract in the Receiving State and, subject to the national laws, regulations, and policies relating to immigration, be allowed to continue staying in the Receiving State pending the disposal of his or her case” (Article 19.(b)). Meaning that in the absence of other agreements, such as MOUs or other bilateral agreements, receiving state labour and contract legislation is applicable to migrant domestic workers.

Coverage under labour law is variable for domestic workers across national settings. MOUs have been used by some sending countries, such as the Philippines, to boost employment terms and conditions, including provisions on minimum wage, rest hours and paid leave. In all cases, challenges with labour inspection in private households, and limited outreach of labour attachés and recruitment agencies in countries of destination can make follow-up and monitoring difficult, meaning regular health checks such as the 6ME in Singapore can offer a lifeline to domestic workers. This section looks at specific aspects of the minimum standards to be included in employment contracts or supporting documentation as specified by ASEAN and the ILO, as well as some features, such as regulation of recruitment agencies that can enable access to minimum employment rights for migrant domestic workers (see Annex 2).

Language of contract

ASEAN Consensus

Article 22: The Sending State will ensure that migrant workers are informed and aware of the terms and conditions of their work through a written employment contract or proper documentation and in language that they understand.

The language used to write employment contracts matters for domestic workers, household employers and, where involved, recruitment agencies to understand the document. In cases of disputes, it is important that contracts signed in different languages have the same meaning, particularly if a domestic worker signs an employment contract in the country of origin and destination.

ASEAN Member States have different requirements on the language used for employment contracts.

- **Brunei Darussalam** has not embedded a standard employment contract in law. However, the Brunei Guide to Employment Laws produced by the Legal and Prosecution Division, Department of Labour⁵⁰ includes a sample contract is provided which is in English and states that “in the interpretation of this agreement only the English text will be accepted”.

⁴⁹ These include the Employment Relationship Recommendation, 2006 (No. 198); Minimum Wage Fixing Machinery Convention, 1928 (No. 26); Minimum Wage Fixing Convention, 1970 (No. 131); a range of Conventions on Working time including the Forty-Hour Week Convention, 1935 (No. 47); the Holidays with Pay Convention (Revised), 1970 (No. 132); the Equal Remuneration Convention, 1951 (No. 100)

⁵⁰ [GUIDE TO BRUNEI EMPLOYMENT LAWS - english version-3.pdf \(labour.gov.bn\)](#)

- **Cambodia** stipulates that the employment contract be written in Khmer, English and in the language of the receiving country, provision of explanation is not mentioned in the law (Article 17, Sub-decree 190).
- **Indonesia:** migrant workers have the right to receive an explanation concerning the rights and obligations under their employment contract (Article 6, Law on the Protection of Migrant Workers, 2017) however it is not clear who is responsible for fulfilling that right. There are no legal stipulations on the language of the employment contract, however under Labour No. 13, 2013 dispute settlement can only be conducted on the basis of employment contracts written in Indonesian.
- **Malaysia** standard employment contracts are prepared in Malay, English and in the official language of the source country. Mandating these linguistic changes in standard contracts makes them accessible and understandable for migrant workers.
- **The Philippines:** no language requirements are stipulated for employment contracts in the law, however the POEA, now DMW, standard contract is written in English. Section 232 of Revised Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers, 2016 holds that it is among the responsibilities of Overseas Filipino Workers to “understand and abide with the terms and conditions of the employment contract”.
- **Singapore:** The IPA sent to migrant domestic workers before departure is written in their native language and English.⁵¹ The Association of Employment Agencies of Singapore has promoted the use of a standard employment contract amongst their members, which is in English.
- **Viet Nam** requires that the employment contract be written Vietnamese, and either English or the language of the receiving country. The worker is to be provided with an explanation of the terms of the contract before signing. Law on Contract-Based Vietnamese Overseas Workers (69/2020/QH14)

English language contracts may be useful internationally however there are concerns that it will not be understood by all migrant workers. Provision of contracts or standard documentation to migrant workers “in a language they understand”, in line with the ASEAN Consensus is therefore an important step. Pre-departure signature and verification of translations can also reduce contract substitutions on arrival, reducing legal disputes. An additional challenge is to ensure that migrant domestic workers understand the legal content of employment contracts or standard documents and their implications. Use of standardized contracts or documents could be useful, as explanations can be provided as part of pre-departure training to groups of migrants.

Work and rest

ILO Convention No. 189

Article 10

1. Each Member shall take measures towards ensuring equal treatment between domestic workers and workers generally in relation to normal hours of work, overtime compensation, periods of daily and weekly rest and paid annual leave in accordance with national laws, regulations or collective agreements, taking into account the special characteristics of domestic work.

51 [your-guide-to-employing-a-mdw.pdf \(mom.gov.sg\)](https://www.mom.gov.sg/your-guide-to-employing-a-mdw.pdf)

2. Weekly rest shall be at least 24 consecutive hours.
3. Periods during which domestic workers are not free to dispose of their time as they please and remain at the disposal of the household in order to respond to possible calls shall be regarded as hours of work to the extent determined by national laws, regulations or collective agreements, or any other means consistent with national practice.

The ILO Convention 189 notes that working hours should be stipulated in employment contracts (Article 7) in accordance with national laws, regulations or collective agreements, meaning national standards on working hours applicable to the general working population should also apply to domestic workers. Work and rest are further expanded in Article 10, which highlights that on call time is also considered work to the extent determined by national laws and practice. The ASEAN Consensus does not mention working hours for domestic workers.

Although most countries have statutory limits to working hours, not all apply this legislation to domestic workers. On average, domestic workers' working hours exceed those of the general working populations, with particularly long working hours noted for live-in domestic workers who are often expected to be permanently available to work (ILO, 2013). In Asia and the Pacific, 50 per cent of domestic worker 49 hours or more per week, as compared to 46 per cent of other employees (ILO, 2021c.) The relative overwork of domestic workers, much beyond the 8 hours, has been an issue of concern. A study by UN Women and ILO showed that the average number of hours spent on work by migrant domestic workers was 13.5 hours in Thailand and 15 hours in Malaysia (Anderson 2016). The study also found that only one-tenth of Malaysian employers and less than half of Thai employers (who were surveyed) felt that eight-hour working days were an appropriate right for domestic workers (Anderson 2016).

In Asia and the Pacific, 71 per cent of domestic workers have no legal limitation on normal weekly working hours. Further, the majority (64 per cent) of domestic workers remain excluded from the right to weekly rest; however two thirds of those who do enjoy coverage equal to that enjoyed by other workers are found in South-East Asia and the Pacific (ILO 2021c).

The extent of labour law coverage for paid annual leave is lower in Asia and the Pacific than for other regions. Only 19 per cent of domestic workers have the same entitlements to paid annual leave as other workers and most of them are found in South-East Asia and the Pacific, where recent legislative changes contribute to the higher rate of coverage (ILO 2021c).

On matters related to work and rest in employment contracts, there is some variation in approaches taken by ASEAN Member States. For Myanmar, the working group on legal protection of domestic workers, found that there are no laws that currently address stand by hours for workers in households. So they strongly recommend the development and adoption of a labour law specific to domestic workers (The Working Group on Legal Protection of Domestic Workers 2019).

ASEAN Member States have different requirements on the stipulations for work and rest in employment contracts and supporting documents, and in minimum employment standards for migrant domestic workers:

- **Brunei Darussalam:** domestic workers are excluded from Part VII of the 2009 Employment Act, by the Employment (Domestic Workers) Regulations 2009, which covers hours of work, rest days, paid leave and sick leave.
- **Cambodia:** For Cambodian migrant domestic workers, Sub-decree No. 190 does not provide regulations on working hours, although Article 21 gives recruitment agencies responsibility for working and living conditions including working hours. The MOU with Malaysia contains a standard contract, which is reported to stipulate that normal working hours are 8 hours a day with one day off per week.⁵²
- **Indonesia:** BP2MI No. 1, 2020 provides that employers are to provide migrant domestic workers with nine consecutive rest hours per day. Employers must seek approval from domestic workers to work in their rest period, and pay overtime with a rate in line with local laws. Normal working hours are not specified.
- **Lao PDR:** no specific provisions are made in domestic legislation concerning working hours for migrant domestic workers.
- **Malaysia:** the Employment Act, 1955 excludes domestic workers from labour protections in the areas of normal work hours and rest.
- **Myanmar:** no specific provisions are made in domestic legislation concerning working hours for migrant domestic workers.
- **The Philippines** instead of specifying the working hours, the POEA, now DMW, standard employment contract mentions that the migrant domestic worker “shall be provided with continuous rest of at least 8 hours per day and one rest day per week.”⁵³
- **Singapore:** Part IV of the Employment Act is not applicable to migrant domestic workers. According to the Ministry of Manpower Guide on Employment Laws,⁵⁴ working hours should not exceed 8 hours per day or 44 hours per week. Ministry of Manpower Singapore has also announced that by end of 2022, employers must give MDWs one compulsory day off each month that cannot be compensated with cash.
- **Viet Nam** requires that the employment contract be written Vietnamese, and either English or the language of the receiving country. The worker is to be provided with an explanation of the terms of the contract before signing. Law on Contract-Based Vietnamese Overseas Workers (69/2020/QH14).

Wages

ILO Convention No. 189

Article 11: Each Member shall take measures to ensure that domestic workers enjoy minimum wage coverage, where such coverage exists, and that remuneration is established without discrimination based on sex.

Article 12 (1): Domestic workers shall be paid directly in cash at regular intervals at least once a month. Unless provided for by national laws, regulations or collective agreements, payment may be made by bank transfer, bank cheque, postal cheque, money order or other lawful means of monetary payment, with the consent of the worker concerned.

⁵² The MoU is confidential information on terms and conditions of the employment contract in the MoU was received through interview.

⁵³ https://www.philippine-embassy.org.sg/wp-content/uploads/POLO_FORMS_2019.pdf

⁵⁴ <https://www.mom.gov.sg/-/media/mom/documents/employment-practices/workright/workright-guide-employment-laws.pdf>

ASEAN Consensus

Notes among obligations of receiving states the requirement to promote fair and appropriate employment protection, including of payment of wages (Article 8), and that those terms be included in appropriate documentation, including employment contracts (Article 36.(c))

Domestic workers are widely excluded from minimum wage legislation, a phenomenon associated with the undervaluation of domestic work in general (ILO 2020). ILO Convention No. 189 provides for minimum wage coverage for domestic workers, and the ASEAN Consensus for fair and appropriate wages.

In Asia and the Pacific just 11 per cent of domestic workers enjoy a statutory minimum wage that is the same or higher than for other workers (ILO 2021c).

- **Brunei Darussalam:** does not have a national minimum wage, and in line with this, no standard minimum wage is set for migrant domestic workers.
- **Cambodia:** a Prakas on the employment contract to support implementation of Sub-decree no. 190 on the management of sending Cambodian Workers Abroad is pending, and as yet no minimum wage has been embedded in national law.
- **Indonesia:** Law 18/2017 holds that Indonesian migrant workers have the right to “receive wage in accordance with the wage standard that applies in the destination country and/or agreement between two countries and/or employment contract” (Article 6). The Government has made efforts to ensure that Indonesian migrant workers are treated no less favourably than national workers in bilateral agreements with countries of destination, in terms of minimum wage, access to health services, social security, and terms of employment including paid leave (Republic of Indonesia, 2017).
- **Lao PDR:** national minimum wage covers private sector employees, excluding domestic workers, the Labour Law does not regulate minimum wages for Lao migrant domestic workers.
- **Malaysia:** has a minimum wage in accordance with the National Wages Consultative Council Act 2011 [Act 732], provided for under the Minimum Wage Order 2020, however migrant domestic workers wage is excluded from this coverage.
- **Myanmar:** the Law relating to Overseas Employment (No. 3/99) regulates minimum wages for the workers. The Minimum Wage Law (No. 7/2013) regulates minimum wages for the workers.
- **The Philippines:** standard employment contracts issued by the POEA, now DMW, hold that the salary of migrant domestic workers shall not be lower than the prescribed minimum wage in the host country or prevailing minimum wage in the National Capital Region in the Philippines, whichever is higher.
- **Singapore:** does not have a minimum wage policy, and in line with this, no standard minimum wage is set for migrant domestic workers.
- **Thailand:** domestic workers are excluded from minimum wage protection by Ministerial Regulation 14, attached to the Labour Protection Act.
- **Viet Nam:** the law on Contract-Based Vietnamese Overseas Workers (69/2020/QH14) holds that workers should benefit from wages in line with the regulations and law of Viet Nam and host countries (Article 6c). While Viet Nam has recently included domestic workers in Viet Nam under its unified minimum wage (ILO 2021c), employment

contracts, service contracts and labour supply contracts for migrating Vietnamese domestic workers are to “accord” with Vietnamese and host country laws (Article 17) leaving considerable room for interpretation. The associated Circular No. 21/2021/TT-BLDTBXH also holds that contracts are to be in accordance with the law of Viet Nam, and the law of the host country or territory. Although in many cases, Vietnamese migrant domestic workers earn more than the minimum wage in Viet Nam, where there is no regulation on minimum wage in the destination country, or where migrant domestic workers earn above the minimum wage in Viet Nam but below that in the destination country it is not clear which law should be upheld.

When there are no set minimum wages for domestic workers, a variation can be seen based on migrants' countries of origin the existence of bilateral agreements regarding wages. For example, the minimum salary for overseas Filipino domestic workers is US\$ 400 per month in Brunei Darussalam, Malaysia and Singapore. While Viet Nam's MOLISA has set a minimum wage for different countries of destination. For Taiwan, the minimum wage is NT\$ 17,000 (approximately US\$ 530) per month, while it is US\$ 350 per month for Western and Central Asian countries.

Delayed payment, underpayment, and non-payment of salaries pose challenges for migrant workers, which were highlighted during the COVID-19 pandemic as migrant workers returned to their home countries without their salaries paid in full. Migrant Forum in Asia (MFA) collected data on wage theft during the pandemic from five countries of origin (Bangladesh, India, Indonesia, Nepal and the Philippines) and estimated that for a little over 2,000 workers, the total amount of unpaid wages and dues was US\$ 19.2 million (Migrant Forum in Asia 2021). To tackle issues related to delayed or unpaid wages, employers are often encouraged to pay directly to bank account at regular intervals. For example, Singapore in its guidelines to paying salaries of migrant domestic workers, states that employers must pay every month, no later than seven days after the last day of the salary period and that they are encouraged to pay their salary directly into the worker's bank account, which should not be a joint account with the employer. If employers pay migrant domestic workers by cash, they should keep salary payment records and show them when asked. As of January 2019, an employer must not keep the salary, other money, bank book or bank cards of a migrant domestic worker employee, even on request.

Viet Nam also has provisions related to overtime payment for workers, which is in accordance to MOLISA's regulation (Law 69/2020/QH14) for each receiving country and the law of the receiving country. For example, the overtime pay on holidays for Taiwan is 200 per cent of the normal working day salary. For West and Central Asian countries, the minimum overtime pay on weekends and public holidays is US\$ 15 per day. For Southeast Asian countries, overtime pay is determined according to the regulations of the receiving country.

Social security

ILO Convention No. 189

Article 14

1. Each Member shall take appropriate measures, in accordance with national laws and regulations and with due regard for the specific characteristics of domestic work, to ensure that domestic workers enjoy conditions that are not less favourable than those applicable to workers generally in respect of social security protection, including with respect to maternity.

Globally, 39.3 per cent of domestic workers are excluded from legislation on social security coverage, compared to 63.6 per cent in Asia and the Pacific (ILO, 2021c). Migrant domestic workers have further limitations on access to social protection in countries of destination, and where coverage is available mechanisms may not be in place to enable portability on departure. Ensuring that domestic workers enjoy treatment at least as favourable as other workers should guide reforms to social security policy and legislation.

There are no social security or labour agreements amongst the individual ASEAN Member States that deal comprehensively with social security for migrant workers, although MOUs on labour do exist, providing generally for non-discrimination and equality in access to rights for migrants. Only one ASEAN state, the Philippines has actively pursued agreements on social security which has concluded 15 such agreements (Marius 2018) with: Austria (1982); United Kingdom/Northern Ireland (1989); Spain (1989); France (1994); Canada (1997); Quebec, Canada (1998); Netherlands (2001); Switzerland (2004); Belgium (2005); Denmark (2015); Portugal (2017); Germany (2018); Japan (2018); Sweden (2019); and Luxembourg (2020).⁵⁵

- In **Brunei Darussalam**: some limited social protection coverage has been made to migrant workers on the basis of employer liability. Although the Employment Order, 2009 provides for paid sick leave, old age pensions and maternity leave; however, the Employment (Domestic Workers) Regulations, 2009 limits those provisions to Section 83(1) of the Employment Order, on medical care and treatment. A 2015 amendment on medical insurance requires employers to cover all migrant employees, including domestic workers, with medical insurance.
- In **Cambodia**: the Law on Social Security Schemes for Persons Defined by the Provisions of the Labour Law, provides for a range of social security and in principle does not exclude non-nationals. However, the Labour Law, 1997 largely excludes domestic workers (Art. 1).
- In **Indonesia**: labour law protection for domestic workers is patchy and international migrant domestic workers appear largely excluded. Article 99 of Law No. 13 2003 on Manpower states “Every worker/labourer and his family has the right to obtain social security for workers”, however domestic workers are not considered formal “workers”. In addition, Article 42 states “an employer who is an individual person (not a corporate) is prohibited from employing workers of foreign citizenship”. Employers of domestic workers, termed “users” are, however “obliged to include social security programmes for domestic workers” under Article 11 (G) of the Minister of Manpower Regulation No. 2, 2015. The term “user” muddies application of the obligation to register all workers under Article 14, Law No. 24, 2011 on Social Security Organizing Bodies, as “users” are considered to be “business entities”, and the interpretation here is that domestic workers are the business and thus solely responsible for registering and paying social security contributions. (Nugroho and Rusiana, 2018).
- In **Lao People’s Democratic Republic**: Under the Law on Social Security, 2013, voluntary enrolment on social insurance schemes is possible, and foreign workers are not excluded from this provision. (Olivier, 2018). Article 69 of the Labour Law (Amended) 2015 holds that “foreign workers” are entitled to legal protection according to the laws of the Lao PDR”.

- In **Malaysia** since January 1st 2019 new regular migrant workers have been registered with the Social Security Organizations (SOCSO), which administers the Employment Injuries Scheme under the Employees' Social Security Act, 1969.⁵⁶ Since January 1st 2020, all regular migrants specified under the law have moved to the SOCSO scheme, which provides for medical, temporary and permanent disability, dependents and funeral benefits. Domestic workers have been included in the scheme since June 1st 2021. Sickness benefits and health care are regulated by a variety of tools. The Employment Act, 1955 applies to all "employees", excluding domestic workers and those earning over a threshold salary (Schedule 1). Foreigners are not explicitly excluded. Private medical insurance is compulsory for all migrant workers in all sectors, and there are a number of schemes approved for employers to purchase, namely: the Foreign Workers Health Insurance Protection Scheme, Foreign Workers Hospitalization and Surgical Scheme and Domestic Servant Insurance Scheme. Regular pregnancy tests are mandatory, and pregnancy is met with termination of the employment contract and repatriation.
- In **Myanmar**, foreign workers are not excluded from the 2012 Social Security Law, and its Rules, which provides for social insurance in formal enterprises with five or more employees. The scheme is administered by the Social Security Board. The Social Security Law enables voluntary participation of informal workers, including domestic workers in Myanmar, and of Myanmar international migrant workers and includes maternity coverage (ILO, 2020). However, since there are currently no mechanisms for domestic workers to migrate from Myanmar, it may be difficult for Myanmar migrant domestic workers to voluntarily enroll in Myanmar, or to regularize their migration status in order to enroll while abroad.
- The **Philippines** provides extensive social insurance coverage for migrant workers in the Philippines as well as for overseas Filipino migrant workers. The Domestic Workers Act includes access to social protection schemes, formalizing employment relationships in the Philippines, and mandating enrolment in the Social Security System and social health insurance scheme, PhilHealth. For domestic workers earning over 5,000 Philippine pesos a month, social security contributions are shared equally between employers and workers (Olivier, 2018).
- In **Singapore**, migrant workers, other than permanent residents are entitled to limited or no social security coverage. Domestic workers are specifically excluded from the Employment Act, 1968 and the Work Injury Compensation Act, 2008. Regular migrants on work visas, including domestic workers, are covered under the Employment of Foreign Manpower act, 1990 which provides for employer liability in health, accidents and injury. It is mandatory for employers to cover the medical expenses of their migrant domestic workers. This includes purchasing (a) medical insurance to cover migrant domestic workers' inpatient expenses; and (b) personal accident insurance in case of accidental death or permanent disability. Regular pregnancy tests are mandatory, and pregnancy is met with termination of the employment contract and repatriation.
- In **Thailand**, regular migrant workers in the formal sector have the most comprehensive social protection coverage. Under the Social Security Act, 1990 migrants who have entered Thailand through regular channels and work as "employees" in the formal sector are covered through compulsory enrolment under section 33, leaving domestic workers excluded. Voluntary enrolment is possible, under section 40, however, migrant domestic

56 SOCSO. Employer's Circular No. 3 Year 2018. Available at: https://www.perkeso.gov.my/images/imej/pekerja_asing/Employers_Circular_No._3_Year_2018.pdf

workers are not eligible to register to this scheme. Meaning, among other benefits, they do not have access to maternity coverage. Migrants who have irregular migration status, or who work in the informal sector, or in industries or occupations excluded by the Social Security Act, 1990 including domestic workers, can pay a fee and join the Compulsory Medical Health Insurance scheme, which provides a range of benefits including health screening and insurance, although dependents are not covered.

- In Viet Nam, domestic workers are covered by labour laws. The 2019 Labour Code and its subsidiary Decree 145/2020/ND-CP provide that domestic workers must have written contracts, meeting minimum standards. Domestic workers in Viet Nam, also have the right to maternity allowance under the Law on Social Insurance (ILO 2021c). Under Decree No. 12/2022/ND-CP, penalties are set for administrative violations on labour and social insurance violations regarding Vietnamese employees, including domestic workers under contract, working abroad.⁵⁷ Viet Nam has integrated social protection provisions into bilateral agreements, for example holding that the employer is responsible for payment of the cost of medical examination and treatment for the worker, if the receiving country, particularly for Central and Western Asia, does not have health insurance regulations for domestic workers.⁵⁸

Collective bargaining and organizing

ILO Convention No. 189

Article 3

2. Each Member shall, in relation to domestic workers, take the measures set out in this Convention to respect, promote and realize the fundamental principles and rights at work, namely:
 - (a) freedom of association and the effective recognition of the right to collective bargaining;
 - (b) the elimination of all forms of forced or compulsory labour;
 - (c) the effective abolition of child labour; and
 - (d) the elimination of discrimination in respect of employment and occupation.
3. In taking measures to ensure that domestic workers and employers of domestic workers enjoy freedom of association and the effective recognition of the right to collective bargaining, Members shall protect the right of domestic workers and employers of domestic workers to establish and, subject to the rules of the organization concerned, to join organizations, federations and confederations of their own choosing.

ILO Convention No. 189, Article 3 holds that domestic workers are entitled to fundamental rights at work. While the ASEAN Consensus holds that “migrant workers have the right to join trade unions and associations subject to the national laws, regulations and policies of the receiving state” leaving the right dependent on the receiving countries legal system.

Migrant domestic workers are rarely able to exercise their fundamental right to freedom of association and collective bargaining, as where these rights are enshrined legislation may exclude migrant workers, or domestic workers. Within ASEAN destination countries, forming

⁵⁷ See: <https://vss.gov.vn/UserControls/Publishing/News/BinhLuan/pFormPrint.aspx?UrlListProcess=/content/english/tin-tuc/Lists/EnNews&ItemID=10206&IsTA=True>

⁵⁸ There is no regular channel for migrant domestic workers to enter Viet Nam. Regulations for foreign workers in Viet Nam (Decree 152/2020/NĐCP) applies to specific groups of managers and skilled workers.

labour unions is prohibited in Brunei Darussalam. In Malaysia, migrant domestic workers do not have the freedom to form or join a trade union, but they are able to form associations to represent them.⁵⁹ One such association is the Indonesian Migrant Domestic Workers Association (PERTIMIG), which was established by Indonesian migrant domestic workers in Malaysia on 15 December 2019. In Singapore, all workers including migrant workers, have the right to join and be represented by a union regardless of nationality. The law does not prohibit formation of trade unions by non-citizens. In Thailand, migrant workers are prohibited from forming unions or holding executive office, but may join existing unions, however domestic workers are excluded from this provision. The value of domestic workers' associations in providing support to members was highlighted during the Covid-19 pandemic, when social media platforms were used to reduce isolation, provide training, and provide cash and in-kind support, as well as links to case handling.⁶⁰

Private employment agencies

ILO Convention No. 189

Article 15: To effectively protect domestic workers, including migrant domestic workers, recruited or placed by private employment agencies, against abusive practices, each Member shall:

- (a) determine the conditions governing the operation of private employment agencies recruiting or placing domestic workers, in accordance with national laws, regulations and practice;
- (b) ensure that adequate machinery and procedures exist for the investigation of complaints, alleged abuses and fraudulent practices concerning the activities of private employment agencies in relation to domestic workers;
- (c) adopt all necessary and appropriate measures, within its jurisdiction and, where appropriate, in collaboration with other Members, to provide adequate protection for and prevent abuses of domestic workers recruited or placed in its territory by private employment agencies. These shall include laws or regulations that specify the respective obligations of the private employment agency and the household towards the domestic worker and provide for penalties, including prohibition of those private employment agencies that engage in fraudulent practices and abuses;
- (d) consider, where domestic workers are recruited in one country for work in another, concluding bilateral, regional or multilateral agreements to prevent abuses and fraudulent practices in recruitment, placement and employment; and
- (e) take measures to ensure that fees charged by private employment agencies are not deducted from the remuneration of domestic workers.

Private employment agencies are key actors in matching migrant workers with job placements. To improve the outcomes of migration, countries of origin and destination have worked to regulate the industry and introduce penalties for non-compliance. The ILO's General principles and operational guidelines for fair recruitment note the importance of regulation of employment and recruitment activities, and the use of standardized registration, licencing or certification systems. This could include public registration, to enable workers and interested parties to effectively verify the legitimacy of recruitment agencies and placement offers.

⁵⁹ A number of such cases have been raised in the ILO's Committee on Freedom of Association, accessible here: Search Freedom of Association cases (ilo.org).

⁶⁰ For more information see: Malaysia: Formation of Migrant Domestic Workers Associations in Malaysia - Persatuan Pekerja Rumah Tangga Indonesia Migran (PERTIMIG) and Asosasyon ng mga Makabayang Manggagawang Pilipino Overseas (AMMPO) (un.org); Myanmar: wcms_758502.pdf (ilo.org)

Unregulated recruitment fees have forced many migrant workers into long-term debt. The *General principles and operational guidelines for fair recruitment* hold that “No recruitment fees or related costs should be charged to or otherwise borne by recruited workers and job seekers (Principle 17), a principle reflected in recruitment regulations issued in some ASEAN Member States.

- In **Brunei Darussalam**, the Employment Agencies Order, 2004 regulates employment agency activity. It provides for some limitation on fees, stating that “No licensee shall charge or receive any form of fees, remuneration, profit or compensation otherwise than is provided in the Order or in any regulations made thereafter.” (Article 20). However, the Department of Labour has not made regulations on recruitment fees for countries of origin.⁶¹
- In **Cambodia**, Sub-Decree 190 sets the basis for regulation of recruitment agencies. As yet no limit has been set on fees or guidance on responsibility for payment.
- In **Indonesia**: Act No. 13 Year 2003 Concerning Manpower provides regulations for recruitment agencies on fees (Article 38). Certain workers including domestic workers, can be charged fees and the Act does not limit fees. In 2021, the Government introduced a loan scheme enabling migrant workers to apply for loans from a state-owned bank to cover recruitment costs to Hong-Kong, Japan, South Korea, and Taiwan.⁶²
- In **Lao PDR**, recruitment fees are regulated by the Decree on the Dispatching of Lao Labour to Work Abroad, No. 68 of 2002; the corresponding Ministerial Agreement No. 43 on the Establishment and Management of the Employment Service Enterprise; and the Guideline on Implementation of Decree on Export of Lao Workers Working Abroad (No. 2417/MoLSW), 2002. The Operations manual on the protection and the management of migrant workers for three ministries of the Lao People’s Democratic Republic, 2014 lists placement fees, although does not state who is responsible for payment of the fees.⁶³
- In **Malaysia**, the Private Employment Agencies Act 1981 (No. 246), amended by Act 1246 of 2005, regulates recruitment agencies and fees. It holds that private employment agencies are not to charge a fee in excess of that prescribed in the Schedule to the law (Section 14(1)). Schedule (iv) states that the “Fee charged for local placement – not more than 10 per cent of initial month’s pay. (ii) Fee charged for overseas placement – not more than 15 per cent of initial month’s pay”
- In **Myanmar**, the Law Relating to Overseas Employment, 1999 regulates recruitment costs, with additional guidance issued in 2014. Placement costs are made public, and limits are set on fees to recruitment agencies on the basis of a directive from the Ministry of Labour. This fee varies depending on the destination, but is capped at the equivalent of four months’ salary, and the fee for recruitment to Thailand is capped at MMK300,000. It is not clear whether the recruitment fee includes placement related costs.
- **The Philippines** has banned placement fees for migrant domestic workers (Section 51(a), Revised Rules and Regulations Governing Recruitment and Placement of Land-Based Overseas Filipino Workers of 2016).

61 [Microsoft Word - Brunei Recruitment Fees .docx \(twc2.org.sg\)](#)

62 [Backing Down from the Zero-Payment Policy – Indonesian Government Introducing New Finance Plan for Migrant Workers – Humanity Research Consultancy \(humanity-consultancy.com\)](#)

63 [wcms_740400.pdf \(ilo.org\)](#)

- **Singapore** has introduced a cap on placement fees at no more than one month's salary per year of the employment contract, capped at a maximum of 2 months of the worker's salary. It also stipulates that employment agencies must refund 50 per cent of agency fees collected from the worker if the worker's employment is terminated by their employers within the first six months of employment (Employment Agencies Act).
- In **Thailand**, the Royal Ordinance on Foreign Worker Management regulates fees charged by recruitment/placement agents, and holds that the agents cannot collect any fee from Thai employers or foreign workers, except for the service fee and expenses collected from the Thai employer, as indicated in the list and rate prescribed by the Director-General (Section 42). Furthermore, Thai employers are not to collect recruitment related fees from foreign workers except expenses that are "the responsibility of the workers" which were advanced by the employer. The employer can deduct such expenses from the worker's salary at not more than 10 per cent of monthly salary (Section 49).
- In **Viet Nam**, the Law on Contract-Based Vietnamese Overseas Workers (69/2020/QH14) prohibits recruitment agencies from passing on brokerage commissions to migrant workers; and payment of service fees or brokerage commission to public employment services by migrant workers.

Despite regulatory reform migrant workers continue to pay large sums for private recruitment agencies, often leading to long-term debt. This is because of the reliance of migrant workers on the agencies, as well as difficulties in regulating and overseeing the large number of private intermediaries. A standardized employment contract with the maximum chargeable amounts, and parties responsible for payment listed can help inform migrant workers about legal costs, but without strict oversight and enforcement of penalties cannot prevent overcharging.

Access to grievance mechanisms

ILO Convention No. 189

Article 16

Each Member shall take measures to ensure, in accordance with national laws, regulations and practice, that all domestic workers, either by themselves or through a representative, have effective access to courts, tribunals or other dispute resolution mechanisms under conditions that are not less favourable than those available to workers generally.

Article 17

1. Each Member shall establish effective and accessible complaint mechanisms and means of ensuring compliance with national laws and regulations for the protection of domestic workers.
2. Each Member shall develop and implement measures for labour inspection, enforcement and penalties with due regard for the special characteristics of domestic work, in accordance with national laws and regulations.
3. In so far as compatible with national laws and regulations, such measures shall specify the conditions under which access to household premises may be granted, having due respect for privacy.

The ASEAN Consensus notes that, "migrant workers have the right to file their grievances with the relevant authorities of receiving states and/or seek assistance from their respective embassies, consulates or missions located in receiving states" (Article 11).

Figure 5: barriers to accessing grievance mechanisms

Despite standards on accessible complaint mechanisms and access to justice, migrant workers continue to face numerous barriers including:

- Lack of written evidence
- High cost of legal assistance
- Slow legal process
- Fear of retaliation
- Discriminatory attitudes
- Unclear statutory responsibility
- Language barriers
- Irregular legal status
- Employer-tied visas and work permits
- Restriction of movement
- Lack of coverage by labour law
- Non-functional complaint mechanisms
- Lack of information about rights

Source: B Harkins and M Ahlberg, 2017. Access to justice for migrant workers in South-East Asia. (Bangkok: ILO)

Migrant workers may decide not to pursue cases for many reasons, including a lack of knowledge about how to seek services; social norms against complaints; and other barriers such as lack of documents or fear of losing jobs or work permits. Lengthy legal procedures are a further deterrent, as migrants can be left in limbo without a job or pay, as some countries require exit permits to be signed by their employers. In other cases, migrants may need to leave the country of destination as without a job they lose their residency status. Once in their country of origin, access to justice becomes still more challenging without cross-border dispute resolution mechanisms, and lack of clarity on statutory responsibility which increase the time and cost of pursuing a case. Women migrant workers face additional barriers to accessing justice, and still more in the domestic sector, due to the nature of work – with limited labour law coverage; inside private households without outside supervision; and restricted movement. The informal and unrecognized nature of much of women's migration and employment within the region also limits their opportunity to remedy grievances.

A study on access to justice for migrant workers in South-East Asia found that in Cambodia, Myanmar, and Viet Nam, more than 67 per cent of complainants were men, and among female complainants, some two-thirds lodged cases in Thailand (Harkins and Åhlberg 2017). When women pursued labour cases, they tended to use NGO service providers to a greater extent (this was seen in Thailand, Cambodia and Malaysia), while men were more likely to resolve their grievances through government and trade unions (Harkins and Åhlberg 2017). Complainants assisted in Myanmar and Viet Nam were overwhelmingly men – 84 and 77 per cent, reflecting their male-dominated regular migration flows (Harkins and Åhlberg 2017). To support migrant domestic workers, services must be available in sufficient quantity and quality regardless of their status or nationality and service providers must have a professional code of conduct on how to respond appropriately to migrant workers (Spotlight Initiative 2020b). The largest proportion of complaints were that there was a delay in deployment or the job was not provided (35%); or that wages were not paid or underpaid (31%), however the data is not disaggregated by employment of complainant (Harkins and Åhlberg 2017).

Destination countries provide some access to grievance mechanisms for migrant workers. In Malaysia, the legal framework for domestic workers includes the Employment Act, 1955 (on payment of wages, and notice of termination); the Employment Injury Scheme for Foreign Workers under the Employees' Social Security Act, 1969 (No. 4) which was extended to migrant domestic workers on 1 June 2021; and the Anti-Trafficking in Persons and Smuggling of Migrants Act 2010. Workers can lodge a complaint with the Labour Department and the Industrial Relations Department. The NGO, Tenaganita offers assistance to migrant workers in Malaysia, including domestic workers. The NGO provides shelter and assistance, including in lodging police reports and administrative proceedings for example relating to payment of owed-wages (Harkins and Åhlberg 2017).

In Singapore, migrants can access justice under the Singapore criminal justice process. If there is a dispute with the employer on matters covered by the Employment of Foreign Manpower Act, migrant domestic workers can approach the Ministry of Manpower for advice and assistance. Further assistance is available from the Migrant Domestic Worker Helpline provided by the MOM; embassies can provide consular support; and NGOs and migrant worker associations offer support and advice. Since April 2021, the MOM has been conducting random visits to households that employ migrant domestic workers to check on employment conditions. MOM notify employers one week in advance of such visits, and if employers refuse, they would have to accompany their MDW to the ministry's office for an interview instead.⁶⁴ During house visits, employers are allowed to listen to exchanges with domestic workers but inspectors, who are trained to observe signs of distress, may request them to step aside if their presence appears to be affecting the worker. If a migrant domestic worker is charged with a criminal offence in Singapore, they can have pro-bono access to justice through the Law Society Pro Bono Services Criminal Legal Aid Scheme and other partnering law firms. Migrant domestic workers can also approach NGOs such as the Centre for Domestic Employees (CDE) or the Foreign Domestic Worker Association for Social Support and Training (FAST), which runs regular clinics with their legal partners.

In Thailand, the Recruitment and Job Seekers Protection Act 1985 regulates recruitment of domestic workers and outbound Thai migrant workers, however it is widely interpreted as applying only to Thai workers. The 2016 Royal Ordinance provides a range of regulations for private recruitment agencies and is applicable to migrant workers. The Ministry of Labour's Department of Employment is mandated to enforce both sets of legislation. The Labour Protection Act 1988, also provides protection to migrant workers, including irregular migrants and parts are applicable to domestic workers.

A range of approaches have been taken in sending countries, including the following examples: to support implementation of Sub-Decree No. 190, Cambodia enacted Prakas No. 249 on Complaint Receiving Mechanism for Migrant Workers. On the basis of this, Cambodian migrant workers can file grievances regardless of their legal status. The MOLVT and Provincial Departments of Labour and Vocational Training (PDOLVT) are responsible for receiving complaints, supporting conciliation, and where necessary referring cases to other institutions. In Myanmar, the Law Relating to Overseas Employment, 1999 establishes the right for migrant workers to file complaints, and notes responsible institutions and justiciable offences. The Department of Labour within the Ministry of Labour accepts complaints from migrant workers; and the Migration Division under the Department of Labour set up two complaint centres in

⁶⁴ <https://www.todayonline.com/singapore/mom-conducting-house-visits-more-interviews-first-time-maids-ensure-their-well-being>

2013, one in Nay Pyi Taw and one in Yangon which provide a 24-hour hotline. Labour Exchange Offices were also mandated to receive complaints processed by the Complaint Centre in Nay Pyi Taw.

In the Philippines, migrant workers have the right to file grievances against employers or their recruitment agency. In 2016, the principle of “joint solidarity and liability”⁶⁵ wherein the migrant worker, foreign employer and recruitment agency assume “joint and solidarity” liability for “implementation of the employment contract, including but not limited to wages, death and disability compensation and their repatriation” (Rule IIe.). However, MDW’s can be fearful to seek any grievance mechanisms while working if their immigration status is irregular as they fear it may lead to a cancellation of their work permits or deportation, even if they are victims of certain malpractices. In Viet Nam, under the Law on Vietnamese Workers Working Abroad under Contract, 2006, migrant workers employed through private recruitment enterprises or state-owned agencies are entitled to lodge complaints. For workers who migrate independently there is no mechanism in place to formally seek recourse (Harkins and Åhlberg 2017).

In addition, Migrant Worker Resource Centres operated by government agencies, trade unions and NGOs in Cambodia, Lao PDR, Malaysia, Myanmar, Thailand and Viet Nam provide a range of services to migrant workers, including domestic workers, and can support labour dispute cases.

6. The use of Standard terms / contracts (or proper documentation) in MOUs across ASEAN

Bilateral labour migration agreements (BLAs) can promote safe, orderly and regular migration, particularly when based on key international labour standards. They are increasingly used by ASEAN Member States as a tool for migration management. The rationale for states entering into bilateral agreements is often related to labour market demands requiring employment in certain sectors such as agriculture, construction and domestic work, while migrant workers benefit from increased earnings (Migrant Forum in Asia 2014). Battistella classifies three principle objectives for bilateral agreements: 1) facilitating foreign employment; 2) reducing irregular migration; and 3) promoting welfare and social protection (Battistella, 2015). There are a range of bilateral instruments including BLAs; MOUs; Memoranda of Agreement (MOAs); agreements for cooperation and mutual assurance; bilateral social security agreements; anti-trafficking agreements; and standard employment contracts; all of which have different legal weight (Battistella, 2015). In addition to the multi-lateral approach to migration within ASEAN, Member States have primarily used BLAs and MOUs to achieve different objectives in migration management.

MOUs have had variable success in achieving their objectives and in upholding employment standards for migrant workers, and in some cases can entrench labour market inequalities for domestic workers (ILO 2018). Distinctions within MOUs between general labour migration and labour migration for domestic work, or formation of MOUs specifically for migrant domestic workers, can concretize exclusion of domestic workers from labour law protection in minimum wage coverage, maternity protection, wider social security coverage and working hours and leave.

During negotiations, countries of origin and destination have different priorities as well as power differences, which can lead to different levels of protection for migrant workers from different countries of origin, and agreements that are more orientated toward facilitating placement and promoting repatriation rather than emphasizing protection (Wickramasekara 2006). The content of MOUs can vary widely among negotiating states but examples of good provisions regarding domestic workers include minimum standard setting on payment of monthly wages into bank accounts, at least one day rest period per week, limits to or exemption from recruitment fees, development of standard employment contracts, requirements that domestic workers have rights to hold their passports and to communicate with their families.⁶⁶

Cambodia has MOUs and bilateral agreements on labour with thirteen countries, including, Bangladesh, China (Hong Kong SAR), Japan, the Republic of Korea, Kuwait, Malaysia, the Philippines, Qatar, Singapore (letter), Saudi Arabia, Thailand, Timor-Leste, and Viet Nam. Within the ASEAN region, it has a MOU on Labour cooperation with Thailand in 2015, MOU on the recruitment and employment of domestic workers with Malaysia in 2015, a letter of the office of the council of ministers no. 1492 with Singapore in 2012, a MOU on cooperation in the field of labour with Viet Nam on 2017 and with the Philippines in 2016 (MOLVT 2018).

66 <https://www.gfmd.org/pfp/ppd/2658>

In addition, Cambodia has signed a Memorandum of Agreement (MOA) between the General Department of Labour, MOLVT and Cambodian Human Resources Department of the Hong Kong Special Administrative Region, 2017; an MOU with Malaysia on migration for employment of domestic workers; a notification Letter of Council of Ministers, 2012 on sending domestic workers to Singapore and an agreement with Saudi Arabia on Domestic Workers Recruitment, dated on 11 February 2016. Terms are different in each.

Indonesia has bilateral agreements with, Brunei Darussalam, Japan, Kuwait, Saudi Arabia, South Korea, and (Ardiansyah 2016) and has more recently signed MOUs with Malaysia and Taiwan. Two issues were points of contention when Indonesia negotiated MOUs with Malaysia and Brunei Darussalam, namely minimum wage and Indonesia's push for specification of tasks for each job category. There has been friction between Indonesia and Malaysia due to a "Maid Online" system in Malaysia, under which Malaysian families could hire domestic workers with a maximum monthly income of RM 3,000. Indonesian domestic workers were able to enter Malaysia on a social visit visa then acquire a work permit for jobs advertised by Maid Online, but their wages, at RM 900-1,000 per month, were under the minimum wage standard formally prescribed by the Indonesian labour attaché in Malaysia (RM 1,260-1,300). The Government of Indonesia imposed a temporary freeze on all workers entering Malaysia from July 13, 2022 because of the Malaysian Immigration Department's continued use of Maid Online system although both countries had agreed to use the One Channel System as agreed under the MOU signed in April 2022. In July 2022, it was announced that both countries had agreed to use the One Channel System⁶⁷ instead in line with standards imposed by the Indonesian labour attaché. The first migrants were reported entering Malaysia in August 2022 under the MOU.⁶⁸ To protect the wages of Indonesian domestic workers, the MOU holds that starting salaries are to be stated in the employment contract, and that Indonesian Missions in Malaysia are to determine appropriate pay and to endorse employment contracts. Migration related costs are also held to be the responsibility of the employer.

Lao PDR has MOUs with three main destination countries for its workers, Japan, the Republic of Korea and the Kingdom of Thailand. The MOU on Labour Cooperation with Thailand was signed in 2016.⁶⁹ The MOU states the responsibilities and procedures of each party, return and repatriation arrangements, labour control measures, measures to illegal employment, and settlement of disputes.

Myanmar has MOUs with Thailand and the Republic of Korea and also has signed Memorandum of Cooperation on technical intern training programme with Japan on 19 April 2018 and Memorandum of Cooperation on a basic frame for information partnership for proper operation of the system pertaining to foreign human resources with the status of residence of specified skilled workers on 28 March 2019. But these bilateral agreements are related to sectors such as agriculture and factory workers and domestic work is not included. The MOEAF signed a Memorandum of Understanding with Association of Employment Agencies in Singapore on October 2020 on cooperation in the deployment of Myanmar domestic workers, however this is not yet operational.

67 <https://www.malaymail.com/news/malaysia/2022/07/19/malaysia-indonesia-agree-in-principle-to-integrate-system-maid-online-one-channel-system-says-immigration-d-g/18343>

68 [First group of Indonesian workers already in the country, says minister | MalaysiaNow](#)

69 https://www.ilo.org/asia/info/WCMS_160929/lang--en/index.htm

The Philippines has been proactive in negotiating bilateral labour agreements and MOUs with destination countries, including even at the provincial level of destination countries. Its negotiating position has been strengthened by ratification of the Domestic Workers' Convention, No. 189 and labour protection of domestic workers at home. As of March 2022, the Philippines had 42 valid BLAs⁷⁰ and five regional/multilateral agreements⁷¹ to ensure the protection and well-being of migrant workers. It has both general labour BLAs as well as specific agreements on the deployment and protection of domestic workers with five countries: Jordan, Kuwait, Lebanon, Saudi Arabia and United Arab Emirates.⁷² With ASEAN member states, the Philippines has an MOUs on labour migration with Indonesia. It also has a bilateral agreement on a Standard Employment Contract for Filipino Household Workers in Malaysia, and a joint declaration with Cambodia on providing assistance for overseas migrant workers.⁷³ It has also approved standard employment contracts for domestic workers bound for Kuwait, Saudi Arabia and the United Arab Emirates (UAE).

The Philippines is currently in the process of reviewing existing BLAs; renegotiations are opening on those close to expiry, and new ones being negotiated with host country governments. The current policy direction from the Secretary of the DMW is to ensure stronger, more tangible and concrete reciprocal benefits for the Philippines and its workers; and that the BLAs ensure the rights and promote the welfare of workers throughout the full cycle of migration, including and up to the successful reintegration of migrant workers.

The Philippine government has at times banned migration of domestic workers to certain countries following rights abuses, and re-negotiated better terms of employment in MOUs before lifting bans. This has been seen with UAE in March 2021 where an agreement was made for Filipino maids to be given an updated standard employment contract to provide them with additional protections⁷⁴ and with Kuwait in 2018, with boosts to minimum wage, and regulations on working and rest hours, as well as paid leave. Following a 2021 ban on the migration of Filipino domestic workers to Saudi Arabia, the Secretary of the DMW, Sec. Maria Susan V. Ople, along with other senior officials of the DMW, met with their counterparts in the Ministry of Human Resources and Social Development (MHRSD), Saudi Arabia.

The Philippine Delegation's objective was to negotiate better protection for Filipino workers, including through the resolution of pending welfare cases. Among the agreements reached are the following:

1. Amendments to the Standard Employment Contracts of Filipino migrant workers, especially domestic workers, to include:

⁷⁰ The BLAs are with the following countries: Bahrain (2), Canada (4), the Commonwealth of the Northern Mariana Islands (1), Germany (3), Indonesia (1), Iraq (1), Israel (2), Italy (1), Japan (3), Jordan (3), Kuwait (3), Lao PDR (1), Lebanon (1), Libya (1), New Zealand (2), Papua New Guinea (1), Qatar (1), the Republic of Korea (1), Romania (1), Saudi Arabia (3), Spain (1), Switzerland (1), Taiwan (1), UAE (1), and USA (1)

⁷¹ The relevant Regional and Multilateral Agreements to which the Philippines is party are: the ASEAN Convention Against Trafficking in Persons especially Women and Children; European Free Trade Association (EFTA) Annex on Maritime Transport and Related Transport Services; ASEAN Consensus on the Protection and Promotion of Rights of Migrant Workers; MOU between the International Organization for Migration, the Ministry of Service of the Province of Alberta, Canada, the Ministry of Labour Relations and Workplace Safety of the Province of Saskatchewan, Canada and the DOLE of the Republic of the Philippines regarding Pilot Testing of the International Recruitment Integrity System.

⁷² Jordan, Kuwait, Lebanon, Saudi Arabia and UAE

⁷³ <https://apskills.ilo.org/apmagnet/country-profiles/memorandum-of-understanding-mou-between-the-royal-thai-government-and-the-government-of-lao-pdr-on-employment-cooperation>

⁷⁴ <https://www.middleeasteye.net/news/uae-philippines-domestic-workers-allowed-ending-suspension>

- (a) Contractual insurance to answer for unpaid wages for the benefit of the worker; and reimbursement of recruitment cost in favour of the employer. The latter is envisioned to also serve as protection for workers who decide to leave their employment before the end of their contract, so that the settlement of money dispute will result in their ability to leave their employment or go home to the Philippines without legal impediments.
 - (b) Provision for the payment of wages through an e-payment system that facilitates easier tracking of timely payment.
 - (c) Provision for grounds that would justify the worker in ending his or her contract, or in transferring to another employer before the end of the contract period (including abuse of workers by the employer and their family; non-payment of wages, etc.).
 - (d) Amicable settlement of disputes before proceeding to compulsory arbitration or court processes.
 - (e) Express prohibition from withholding travel documents, especially the worker's passport.
2. Cooperation between the governments of the Philippines and Saudi Arabia to enhance Pre-Departure Orientation Seminars (PDOS) for Saudi Arabia-bound workers. The intent is to better bridge cultural and language barriers between Filipino migrant workers and their employers by ensuring that the materials being used are accurate and appropriate.
 3. A counterpart orientation for employers was also agreed upon, which includes a video message from President Ferdinand R. Marcos, Jr., asking the employers to take care of Filipino migrant workers while they are in their employers' care.
 4. A process for white-listing and black-listing for both Philippine Recruitment Agencies and their Saudi counterparts, whereby only those on the white-list will initially be allowed recruit workers for deployment upon the lifting of the ban. White-listed agencies are those who have no pending or unsettled welfare cases.
 5. A Joint Technical Working Group (JTWG) composed of senior officials from both the DMW and the MHRSD was formed in order to facilitate the implementation of these agreements. The JTWG has been meeting on a mostly weekly basis since October 2022, and other faster channels of communications were also established.

Viet Nam has signed several bilateral agreements with countries accepting Vietnamese workers. Within ASEAN, there are MOUs and Agreements on Labour Cooperation with Cambodia, Lao PDR, Malaysia and Thailand. For Saudi Arabia and the United Arab Emirates (UAE), in addition to the general labour migration MOUs, separate agreements have been signed on migration of domestic workers. Viet Nam has also signed a Memorandum of Cooperation on technical intern training programme with Japan.

Among receiving countries in ASEAN, Brunei Darussalam and Singapore do not have employment cooperation MOUs with any ASEAN sending countries. Malaysia has signed MOUs with Bangladesh (2016), Cambodia (2015), Indonesia (2022), and Viet Nam (2015). Malaysia and Cambodia are in the midst of finalizing a new MOU for migrant domestic workers. Thailand has set up a legal channel for labour migration with the four countries that make up the largest number of migrant workers in the country: Myanmar, Cambodia, Lao PDR and Viet Nam. The original 2003 MOUs were revised and updated in 2016 and maintain that Thailand will ensure workers are provided with protection in accordance with national laws.

7. Enforcement of employment

To enable migrant domestic workers to enjoy the benefits of fair recruitment and of signing of employment contracts listing the legally valid terms and conditions of employment, mechanisms must be in place to enforce the law. To protect the rights of migrant domestic workers, there must be measures to enforce employment contracts, particularly in countries of destination where labour legislation is more likely to apply in the absence of clear regulations on dispute settlement; while ensuring that domestic workers can still access justice after returning to their country of origin. The challenge related to labour inspection and enforcement for migrant domestic workers is that they work within private households, together with deep social norms that domestic work is not real work deserving of decent working conditions. Countries of destination must provide legal mechanisms where complaints can be made easily if there are deviations from employment contracts. Migrant Forum in Asia recommends that the destination country should assume some of the responsibility for contract compliance by instituting it under the national labour law. Legislation in the country of destination needs to provide for a judicial body to enforce the terms of the contract. For example, a labour tribunal to ensure migrant domestic workers have a means of redress for violation of their rights (Migrant Forum in Asia 2012).

Some countries, including the Philippines, require that the employment contract have the explicit recognition of the employment relationship between the employer and the migrant domestic worker as signing parties and signing be witnessed by recruitment agencies. The individual standard employment contract of the migrant domestic worker is used through a processes of verification and authentication by authorized officials of the government. Even though rights granted in standard contracts may exceed minimum standards in national labour law, the presence of a bilateral agreement can support the validity of the contract. Alternatively migrant workers may be able to access justice by filing complaints against foreign and local recruitment agencies and companies once they return based on this contract and legislation in their country of origin.

Challenges related to the enforcement of employment contracts

1. Information asymmetry

Migrant workers often rely on a range of intermediaries to find work abroad. The information they receive is not always complete regarding the terms and conditions of their employment. Many migrant workers have to deal with this uncertainty and lack of access to comprehensive information until arrival at their place of work. To mitigate this information asymmetry, countries incorporate regulations on language of contracts, signature of contracts prior to departure, and can take steps to ensure migrant workers understand the contents of contracts or proper documentation before signing.

Governments from countries of origin have tried to minimize information asymmetries by requiring some pre-departure training before migrant workers can leave the country. Such

trainings provide information related to the safe migration; labour rights; culture, language and practices of the country of destination; health and safety; and provide contact information for support while abroad. The Philippines has also introduced pre-employment orientation seminars targeting those who are thinking about migrating abroad. In addition, post-arrival trainings once migrants arrive at the country of destination provide orientation on similar topics of information.

2. Contract substitution and contract violation

Contract substitution is a key challenge for migrant workers. There are instances where a migrant worker signs an employment contract before they leave their home country that may have been verified by the relevant authorities to ensure requirements have been fulfilled. On arrival, migrant workers can be presented with a different contract (possibly in a different language). Pressure to sign can be strong as the migrant worker has already heavily invested in the migration process. Contract substitution, and deceiving migrant workers in the migration process, is generally explicitly prohibited, and can be considered as a step towards establishing a case of human trafficking defined in the Palermo Protocol as “the recruitment, transportation, transfer, harbouring or receipt of persons by means of threat, or use of force, coercion or deception”, and outlawed in national legislation against human trafficking.

Contract substitution nonetheless presents a complex problem for the migrants. If employment agents keep the original contract, migrant workers may not have anything to show any difference. Most countries of origin do not have requirements or the ability to check and verify each employment contract for migrant workers once they arrive at the country of destination as labour attaches are often overstretched. An example where verification is possible at different stages is for Filipino workers to apply for contract verification at the Department of Migrant Workers in the Philippines or at the POLO, now MWO, overseas, where labour attaches verify that overseas Filipino workers' employment contracts are compliant with current employment laws, norms and practices in both the country of origin and destination.⁷⁵

A contract substitution can mean changes to the employer; in the type of work to be carried out; in salary levels; and in worksite. Governments have prohibited, and introduced penalties against contract substitution. In Brunei Darussalam, for example, in order to change employer, the Commissioner must ascertain that the employee has consented to transfer before endorsing the amended contract of service (Article 24, Employment order 2009). Cambodia's Sub-Decree 190 holds recruitment agencies responsible for verifying working conditions and preventing misleading of migrant workers in working terms and conditions in destination countries. Law No. 18/2017 of Indonesia holds that Indonesian Migrant Workers Placement Agencies which do not place workers in work described in their employment contract will be subject to administrative sanction (Article 19). The Philippine POEA, now DMW, Rules and Regulations (Section 144 (f)) sees it as a serious offense and sanctions a recruiter and employer with permanent disqualification and delisting from the roster of accredited principal/employer.

Full inclusion of domestic workers in labour law of domestic workers is linked to progressive realization that domestic work is work. Similarly, tools including use of legally based employment contracts, are means of enforcing compliance by employers and recruitment agencies with existing legislation. Perceptions of typical and desirable behaviour which drive social norms influence behaviour. Information campaigns, combined with incentives and punitive measures

75 <https://owwamember.com/contract-verification/>

can promote greater adherence to emerging legislation designed to protect domestic workers (ILO, 2021c.).

3. Inspection

Countries have different national systems of labour inspection. In some, the labour inspectorate's mandate is universal whereas in other it only covers specific sectors (usually industry and commerce) or only has jurisdiction over specific aspects of labour law (such as occupational safety and health). In some cases, their mandate excludes workplaces with less than a minimum number of employees. Variations in capacity, and geographical outreach of labour inspectorates have clear impacts of ability to enforce legislation (ILO 2016). The sheer number of households hiring domestic workers poses logistical and capacity challenges to already stretched labour inspectorates.

An important challenge related to enforcement is the ability to provide labour inspections for domestic workers, as they are sometimes restricted, especially for migrant domestic workers who work within private households without any outside supervision.⁷⁶ Article 17(3) of the Domestic Work Convention states that member states must “specify the conditions under which access to the household premises may be granted, having due respect for privacy”. The isolated nature of work within private households makes it difficult to establish contact with domestic workers in some countries, especially if their movement and communication is restricted by employers.

In Brunei Darussalam there is legislation regarding inspection, if there is a breach of employment contract, the Enforcement Division will make an inspection in accordance to Part XV of Employment Order, 2009. Section 118 states that an authorized officer has powers of entry, inspection and enquiry. On the other hand, Singapore has introduced random visits to households that employ MDWs to inspect their employment and living conditions. They have also introduced a pilot program requiring employment agents to check-in (in person or over the phone) with MDWs they placed within the first three months of their employment.

4. Access to justice

At countries of destination, the rights afforded to migrant domestic workers depend on the local laws and on regulations regarding the ease of accessing the grievance mechanisms. Migrant domestic workers are often isolated, work long hours and do not always get days off, some have restrictions on their ability to leave the households they work in. Some employers even limit their communications. This leaves migrant domestic workers vulnerable, and raises barriers to escape exploitative conditions or access justice, even if they know their rights. The fact that their work visas are usually tied to the specific employer also discourages workers to make legal complaints. For those who do make complaints, they are often left in limbo for long periods, while they seek legal redress (GAATW 2019). Workers have even less success in accessing justice once they return to their home countries as transnational access to justice is more complicated. Among migrant worker cases resolved in Cambodia, Malaysia, Myanmar, Thailand and Viet Nam, under a 2017 study of MRCs, the largest proportion in all countries except Malaysia went through an administrative process. Court hearings were rarely used, and only in Malaysia (9 per cent); Thailand (9 per cent) and Viet Nam (9 per cent) (Harkins and Åhlberg 2017). Comprehensive data on access to justice of migrant domestic workers is lacking.

⁷⁶ https://www.ilo.org/global/topics/domestic-workers-old/WCMS_308907/lang--en/index.htm

Good practices related to the enforcement of employment contracts

Some good practices related to the enforcement of employment contracts are shared below based on the national report findings from the ASEAN countries.

1. Inspection

Inspection is an important means to ensure the fulfilment of migrant domestic workers labour and human rights. Given the challenges associated with household inspections, other safety measures have been introduced by some countries of destination. In Singapore, the Ministry of Manpower (MOM) introduced random interviews with selected first-time migrant domestic workers in 2006. In July 2021, MOM announced that all first-time MDWs will be interviewed twice by Centre for Domestic Employees (CDE) during their first year of employment. The interviews can identify adjustment issues and breaches in employment regulations to offer support and preventive interventions early in the employment relationship. These mandatory interviews are conducted privately with a MOM appointed representative in the absence of employers, giving domestic workers the opportunity to provide information on their employment condition in a safe environment without being subjected to coercion or pressure. In addition, the Singaporean Government announced in October 2021 that from December 2021 employment agents must perform at least one in-person or telephone check on migrant domestic workers, within three months of their placement. The employment agent is to speak to the migrant domestic worker and the employer to see if settling-in process is going well and if the expectations of the employer are being met. The employment agents are also required to provide mediation and to report to the MOM when there are infringements in employment.

Cambodia and Indonesia have introduced obligations to inspect migrant recruitment agencies and pre-departure training facilities as part of licencing procedures. In the Philippines, employment contracts are inspected pre-departure to ensure compliance, and labour attachés are posted in embassies with significant numbers of migrant workers to provide oversight to working conditions, register contracts and provide assistance to overseas workers (UN Women and International Labour Organisation 2015). In 2021, Thailand introduced updated labour inspection guidelines which are being rolled out through a series of webinars for labour inspectors. The guidelines and capacity building cover the ILO Violence and Harassment Convention, 2019 (No. 190) as well as labour inspection in female dominated labour market sectors including domestic work.⁷⁷

2. Legal penalties specific to abuse and exploitation of migrant domestic workers

Countries of origin and countries of destination have penal codes providing penalties for crimes including murder, assault and wrongful restraint or confinement accessible through law enforcement agencies. In addition, some have introduced laws and penalties specifically against abuse and exploitation of migrant workers in an attempt to deter such practices.

Legal codes are also in operation in countries of destination. The Singapore Penal Code is unique in that it provides has severe penalties for persons who abuse or fail to protect their domestic workers. Under the Penal Code, offences against domestic workers by employers, members of employers' households, and employment agents may be punished with up to twice the normal maximum punishment for that offence. Where such person causes death by sustained abuse, he or she may be punished with 20 years' imprisonment and a fine or may be liable to canning,

77

[COVID-19: Soft launching of the updated labour inspection guidelines in Thailand \(ilo.org\)](https://www.ilo.org/COVID-19/Soft-launching-of-the-updated-labour-inspection-guidelines-in-Thailand)

lower than penalties for murder which is punishable by life imprisonment, or in some cases execution. In addition, such persons who stand by and allow the neglect or abuse of a domestic worker may also be punished with up to four years' imprisonment and a fine of S\$4,000. Where death is caused, the person may be punished with up to seven years' imprisonment and a fine of \$20,000. Persons who are convicted for abuse against their MDW or for committing physical and/or sexual abuse of migrant domestic workers will permanently be barred from employing MDWs.

3. Access to justice

Governments are supporting migrant workers' access to justice by providing services to file complaints. For example, under Philippine law, migrant workers are entitled to free access to courts and quasi-judicial bodies. Section 1(e) of Republic Act. No. 8042, amended by RA 10022, stipulates: "Free access to the courts and quasi-judicial bodies and adequate legal assistance shall not be denied to any person by reason of poverty. In this regard, it is imperative that an effective mechanism be instituted to ensure that the rights and interest of distressed overseas Filipinos, in general, and Filipino migrant workers, in particular, whether regular/documented or irregular/undocumented, are adequately protected and safeguarded." In support of the government's programme to provide legal assistance to migrant workers, the Legal Assistant for Migrant Workers' Affairs in the Department of Foreign Affairs is authorized to hire private lawyers, domestic or foreign, to attend to legal cases involving Filipino migrant workers. Payment for the legal services will be sourced from a legal assistance fund established for this purpose.

In receiving countries, there are avenues for migrant workers to seek justice by filing complaints using standard grievance procedures. For example, workers can seek assistance and file their complaints with the Department of Labour in Brunei Darussalam or with the MOM in Singapore. Domestic workers are also able to file and access justice under the Employment Act 1955 in Malaysia. In Thailand, actors in complaint mechanisms include the Department of Labour Protection and Welfare under the Ministry of Labour, One Stop Crisis Centres under the Ministry of Social Development and Human Security; and the Royal Thai Police (including its Anti-Human Trafficking Division), access is enhanced through provision of hotlines.⁷⁸ Barriers to access and navigate legal systems for migrant workers, meaning support from Embassies, labour attachés, domestic workers associations and MRCs is essential. Some Embassies have separate funds and support for legal assistance. In many ASEAN Member States, there are a strong network of civil society organizations, including NGOs, domestic worker associations and pro-bono lawyers who are also involved in providing support for migrant workers seeking assistance.

4. Joint and several liability of principal/employer and recruitment agency

In the Philippines, a mechanism to provide migrant workers free access to courts and quasi-judicial bodies has been instituted as well as the principle of "joint and solidary liability of foreign employers and recruitment agencies" for violations of employment contracts. It was set up to address challenges in seeking recourse to justice for workers who had returned to the Philippines but were unable to pursue cases against foreign employers. The most common claim addressed through the mechanism is for unpaid wages.

The Philippine Migrant Act of 1995 stipulates that the principal/employer and recruitment agency are jointly and severally liable (Section 7, RA 10022), as stated: "The liability of the

78 [Thailand-CTIP-Assessment-of-Complaint-Mechanisms.pdf \(winrock.org\)](#)

principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers. If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.” (Section 10).

Joint and several liability is a mechanism to support the migrant workers access to justice even after they leave the country of destination. For valid claims by migrant workers, recruitment/placement agencies are required to pay migrant workers through the escrow deposit they are required to maintain by the POEA, now DMW. The National Labour Relations Commission Labor Arbiters/Judges are to resolve cases within a period of six months from receipt of the case, to minimize delays in accessing justice for migrant workers.

5. Escrow deposit

An approach to ensure funds are available in instances of dispute or grievance, Governments are requiring recruitment agencies to establish escrow deposits in banks as insurance. In the Philippines, licensed recruitment agencies are jointly and severally liable with employers for claims made by migrant workers. To ensure funds are available to compensate or resolve cases, the government requires an escrow deposit to be set up for the issuance of the POEA, now DMW, license.

In Viet Nam, overseas recruitment agencies must have deposits to be awarded and maintain their licences. The enterprise must make a deposit of VND two billion at a foreign bank, legally established and operating in Viet Nam. A service enterprise that provides overseas recruitment and placement services must make an additional deposit of VND five hundred million for each branch that is assigned to those activities (Article 23, Decree 112/2021/ND-CP). The service enterprise's deposit can only be used in cases where the service enterprise fails to fulfil its obligations in the service activities of sending contracted Vietnamese workers to work overseas at the request of competent state agencies (Article 24, Law 69/2020/QH14).

6. Recruitment agency involvement

The Philippines has enacted a comprehensive anti-illegal recruitment framework against fraudulent recruitment practices. In 1995, Republic Act 8042 expanded on earlier legal foundations, stipulating penalties of imprisonment and fines for the criminal offence of illegal recruitment. The law provides that any person found guilty of illegal recruitment is subject to 12 – 20 years imprisonment and a fine 1-2 million pesos. If the illegal recruitment is found to constitute “economic sabotage”, penalties are life imprisonment and a fine of 2-5 million pesos. Additionally, the law instituted joint and several liability of the principal/employer and the recruitment agency for any monetary claims arising out of an employment relationship or by virtue of any law or contract involving Filipino workers for overseas deployment, including claims for damages. The POEA, now DMW, has cancelled the licenses of recruitment agencies found guilty of recruitment violations.⁷⁹ For example, in 2022, the Department of Migrant Workers ordered the closure of an unregistered and unlicensed recruitment agency found to have been offering non-existent jobs in the Middle-East.⁸⁰

79 <https://newsinfo.inquirer.net/970308/poea-license-agency-recruitment-violations-guilty-ofw-filipino-workers>

80 <https://www.pna.gov.ph/articles/1181233>

Viet Nam also puts the onus on recruitment agencies to organize the management and protection of the legitimate rights and interests of migrant workers they send to work overseas. They are required to have at least one permanent professional staff overseas to perform worker management activities, have foreign language ability suitable to the receiving country and at least one-year experience in sending Vietnamese workers to work in the receiving country. The agency should provide legal assistance if migrant workers require it when experiencing abuse, violence or discrimination while working overseas. It should comply with requests of competent agencies and coordinate with relevant agencies and organizations of the receiving country to settle disputes related to migrant workers; solve problems arising in case the worker dies, suffers an accident, an occupational disease or infringements to life, health, honour, dignity, property or in case of natural disasters or epidemics, war, political instability or state of emergency.

7. Code of conduct for recruitment agencies

Private recruitment agencies and their associations have also created their own codes of conduct to set standards among members on the recruitment process. For example, the MOEAF developed a standard Code of Conduct for licensed employment agencies. According to Code of Conduct, employment agencies are required to cooperate with government, civil society organizations and labour organization to ensure all migrants receive pre-departure training which include information about complaint mechanisms. In case of dispute related to contract breaches or violation of rights, voluntary signatories of the Code of Conduct commit to respond and fulfil migrants' needs in a timely manner; facilitate dispute settlement; and facilitate access to legal assistance. Employment agencies are also advised to support migrant workers in changing employers when rights have been violated under the law.

In Cambodia, the Association of Cambodian Recruitment Agencies (ACRA) and the Manpower Association of Cambodia (MAC) in conjunction with the MOLVT developed their Code of Conduct for Cambodia Private Recruitment Agencies, launched in 2020. The ACRA and MAC are the two main private recruitment associations in Cambodia and include over 120 private recruitment agencies.

8. Orientation programmes for migrant domestic workers

Several orientation programmes have been introduced for migrant workers to tackle the problem of information asymmetry prior to departure in Cambodia, Indonesia, Lao PDR, Myanmar, the Philippines and Viet Nam provided by Ministries of Labour and by MRCs among others. The Philippines pioneered the pre-departure orientation seminars (PDOS) for workers before they leave the home country. It aims to inform and prepare migrants for the challenges of international migration by orienting them on the employment contract, required documents, health and safety issues and adjustments related to language, culture, and procedures. In 2009, the Philippines also created a specific programme called the Comprehensive Pre-Departure Education Program for Household Service Workers. In addition, it has introduced Pre-Employment Orientation Seminars for people who are thinking of migrating and Post-Arrival Orientation Seminars in some countries of destination with further information regarding local laws, customs and practices as well as how to access support if needed.

Programmes to increase understanding of safe migration among migrant workers have also been introduced by actors in destination countries. For example, since 2019, the Centre for Domestic Employees (CDE), an NGO in Singapore has provided pre-departure videos for migrant domestic workers on topics related to living and working in Singapore and basic employment and safety regulations. The video has been translated into ten different languages.

Singapore requires all first-time migrant domestic workers to attend a mandatory one-day Settling-in-Programme (SIP) in the native languages of the workers. The programme costs S\$75 which is borne by the employer. The NGO, Foreign Domestic Workers Association for Social Support and Training (FAST) runs an optional 2-day Onboarding and Integration Programme for newly arrived migrant workers which costs S\$ 48 after subsidies. Lastly, two NGOs provide 24-hour helpline services to support MDWs.

9. Employers' orientation programme

While the focus has mostly been on providing information and orientation to migrant domestic workers, orientation programs for employers is an innovative approach taken in Singapore. Here, a mandatory Employers' Orientation Programme has been introduced for all first-time employers of migrant domestic workers which provides information on contracts, what they should entail, wages, rest days, employee management techniques and conflict resolution.

8. Conclusion

Migrant domestic workers continue to face gaps in employment protection and in access to justice, related to legal gaps, migrant status and cultural norms relating to gender and the position of domestic workers. The Philippines is the only ASEAN Member State to have ratified the ILO Convention for Decent Work for Domestic Workers, 2011 (No. 189) and has made changes to its laws for Household Service Workers. Without effective legal coverage, domestic workers are vulnerable to abuse and exploitation, despite making essential contributions to the households that employ them and to their countries of origin and destination. The care work they provide has larger implications as it releases other household members, mostly women, to pursue economic activity outside the household and contribute to the workforce.

Migrant domestic workers largely work in the informal sector, within private households and with limited or no coverage by labour inspection, which often makes them “invisible”. Abusive work conditions can be difficult to escape as their mobility and communication could be restricted by employers. The sections above have described the common protection challenges facing migrant domestic workers across ASEAN, including long work hours, low wages, restrictions on rest and leave, isolation, abuse, loans and debt, contract violations, poor working and living conditions and difficulty in accessing justice.

To address these challenges for the two million migrant domestic workers within ASEAN extension of labour and social security law is necessary to fully cover domestic work and provide legal grounds for access to justice. ASEAN Member States can develop multilateral standards on minimum “fair” terms of employment and “decent” working conditions for migrant domestic workers to reduce fragmentation currently seen in the system of bilateral agreements. The current system exposes migrant domestic workers to high levels of vulnerability.

Enforceable employment contracts between migrant domestic workers and their employers remain an important tool in ensuring that the working conditions and terms of employment for domestic workers are safe and fair. ASEAN and international standards to protect the rights of migrant domestic workers are already in place and can guide ASEAN Member States in their consideration of standardized employment contracts (or proper documentation) for migrant domestic workers. Standardized employment contracts (or proper documentation, as in the case of Singapore’s IPA) can reduce migrant domestic workers vulnerability and can be tailored to specific destination countries, or migratory channels, reducing administrative burden in pre-departure training, post-arrival contract verification, and potential dispute resolution or labour cases. They can also lessen the burden of information asymmetry for migrant workers, as a transparently standard document can easily be verified pre-departure and post-arrival. It can increase transparency levels on rights and responsibilities for all actors and be shared publicly in government websites in different languages, as is already done in some places like China, Hong Kong SAR.⁸¹

81 <https://www.fdh.labour.gov.hk/en/publication.html>

9. Recommendations

1. Full coverage of domestic work under labour laws to strengthen protection and respect for migrant workers

As appropriate, ASEAN Member States could consider full inclusion of domestic workers (and migrant domestic workers) in national labour and social protection coverage, providing them with equitable treatment with general workers; including in employment conditions such as hours of work and rest; minimum wage; benefits; occupational safety and health; dispute settlement; social protection; and rights to organizing and collective bargaining; and ensuring implementation of those rights. This can include reinforcement or development of mechanisms to enforce compliance with employment contracts and applicable labour and social security legislation. In addition, support to the formation of organizations of domestic workers and of organizations of employers of domestic workers, has a role in promoting fair recruitment and formal employment practices such as using standard contracts. The historic exclusion of domestic workers from the scope of national labour laws represents a lack of recognition of domestic work as real work, both in law and in the eyes of society at large. Applying national labour market standards to migrant domestic workers protects all workers, and prevents a race to the bottom. Working, in private households, and isolated from other workers, domestic workers are often unrepresented and unprotected. Fully incorporating domestic workers into labour and social protection law provides a legal basis to enable migrant domestic workers access to formal labour protection, social protection and grievance mechanisms on terms available to workers generally. Full legal recognition is one of the primary demands of domestic workers across the world as it provides dignity and recognition of the essential care and services they provide. Legal coverage on a par with other workers would also provide recognition for the direct and indirect care services they provide to households, thus shouldering a significant share of a country's overall burden of care.

2. Consider strengthening application of relevant international standards in regional and bilateral agreements related to migrant domestic workers

ASEAN Member States could consider using relevant international standards and regional agreements as a guide in developing policies and legislations regarding migrant workers and domestic workers; and following the Philippines's lead, consider ratifying the Domestic Workers Convention, 2011 (No. 189).

The Cebu Declaration and the ASEAN Consensus should continue to guide ASEAN Member States in realizing protection and promotion of the rights of migrant workers. Bilateral labour agreements such as MOUs, while not legally binding, when based on international and regional standards on employment and protection can enhance safe and beneficial migratory outcomes for migrant domestic workers. Including migrant domestic workers in the coverage of BLAs on labour migration, or where necessary developing BLAs specific to domestic work is important to ensure domestic workers have transparent, established employment terms and conditions including hours of work and rest; salaries and their payment; benefits; occupational safety and health; accommodation and food; and dispute mechanisms. MOUs can help sending and receiving countries to establish specific terms as seen with the recent MOU between Indonesia and Malaysia and the agreement to use a government-to-government migratory channel (One Channel System) for employing Indonesian workers in Malaysia. Indonesia was also able to add

initiatives to protect the welfare of domestic workers by including contributions through the Social Security Organization and guarantees on salary payments via e-wages to ensure salaries are paid on time.

3. Strengthen the legal basis for employment contracts and minimum standards that employment contracts and the proper documentation are based on

Member States can consider development and enforcement of gender-responsive, rights-based employment contracts in line with ILO Convention No. 189, which requires migrant domestic workers to receive a written job offer or contract of employment that is legally enforceable in the country of destination. The 10th ASEAN Forum on Migration Labour recommended that states should “promote the adoption of a standard national employment contract or proper documentation, with clear terms of employment for migrant domestic workers, consistent with international labour standards, that is recognised and enforceable in both the sending and receiving states, and made available in the language of the migrant domestic worker. The standard contract should clearly specify the rights and responsibilities of both migrant domestic workers and their employers, job description, and work conditions; and adopt non-discriminatory gender-sensitive language”. Strengthening the minimum standards and standardizing employment contracts (or proper documentation, as in the case of the IPA) would enhance the benefits of labour migration across ASEAN, while strengthening grievance mechanisms would support compliance.

4. Continue to improve oversight and enforcement of employment contracts (or proper documentation, as in the case of the IPA)

As appropriate, ASEAN Member States can consider introducing tools to enhance oversight to reduce the practice of contract substitution. These include pre- and post-departure verification of contracts or proper documentation, involving recruitment agencies and government officials. Once in the country of destination, gender sensitized and female labour officers and inspectorates can be involved in monitoring compliance with terms and conditions of work, as well as labour attachés in migrant domestic workers' embassies. In addition to verification of the written contract, speaking with migrant workers and asking them about the employment contract and its terms can validate the information. Dissemination of standard contracts, where they exist, to workers and employers can enable all parties to be aware of them, understand them and put them to good use.

Oversight is also needed for private recruitment agencies. This requires effective regulation of recruiters and subagents, through regular and spot inspections as well as public awareness raising against illegal recruitment and other unethical practices.

5. Promote fair and low-cost migration and fair recruitment

ASEAN Member States can consider working with private labour migration recruitment agencies to promote fair and low-cost migration, including fair recruitment practices, particularly for vulnerable sectors such as domestic work. In addition to raising awareness of the acceptable practices in recruitment; establishment and enforcement of penalties for non-compliance can be effectively introduced. Codes of Conduct are an additional means of promoting adherence.

6. Improve transnational access to justice for migrant workers

ASEAN Member States can consider enhancing transnational access to justice for migrant domestic workers as many are left in legal limbo, especially once they leave the countries of destination. Tools to promote access to justice include accessible complaints mechanisms for migrant domestic workers; provision of free legal assistance and support services, including translation, while they seek legal redress. Such support can be given through governmental and non-governmental organizations in close association with Embassies of countries of origin. Once the worker returns to their home country, there should be ways for them to still be able to seek justice, including clear establishment of applicable legislation and jurisdiction.

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ANNEXES

Annex 1. List of key informants interviewed by regional consultants to supplement information and data obtained from national reports

1. Mr. Greg Chen and Mrs. Diana Savitri
ASEAN Confederation of Employers (ACE)
Employers' Association of Indonesia (APINDO)
2. Mr. Dom Tuvera
Coordinator
ASEAN Trade Union Council (ATUC)
3. Madam H.E Hou Nirmita (and colleagues)
Cambodia's Representative on Women's Rights
ASEAN Commission on the Promotion and Protection of the Rights of Women and Children (ACWC)
4. Dr. Ratchada Jayagupta
Thailand's Representative on Women's Rights
ASEAN Commission on the Promotion and Protection of the Rights of Women and Children (ACWC)
5. Dr. Harris Gani
Principal Assistant Secretary, Foreign Workers Division
Ministry of Human Resources, Malaysia
6. Ms. Kala Thangarajoo
Senior Assistant Director, Foreign Workers Division
Ministry of Human Resources, Malaysia
7. Ms. Desiree Hoe (and colleagues)
Senior Manager, International Relations Unit
Workplace Policy and Strategy Division
Ministry of Manpower, Singapore
8. Assistant Director Retno Astrini and team
Security Cooperation Division, The ASEAN Secretariat
9. Ms. Fish Ip
Regional Coordinator, Asia Pacific
International Domestic Workers Federation, Hong Kong, SAR
10. Valentina Volpe
EVAW Programme Specialist
UN Women, Asia and Pacific Regional Office
11. Ms. Anna Olsen
Senior Technical Specialist
International Labour Organization (ILO), Asia and Pacific Regional Office
12. Claire Hobden
Technical Officer, Decent Work for Domestic Workers
International Labour Organization (ILO), Geneva

Annex 2. Legal gap analysis tables of employment contracts and documentation

1. Brunei Darussalam**Legal or policy basis of use of employment contracts for migrant domestic workers:**

An employer who fails to provide a contract of service is guilty of an offence and liable on conviction to a fine not exceeding \$3,000, imprisonment for a term not exceeding one year or both. (Brunei DOL Guide to Brunei Employment Laws, 2012)

Key terms ILO C189 (Article 7)	Contract terms in national legislation	National legal basis of contractual terms
	Employment Order, 2009, Section 2	
The name and address of the employer and of the worker	The name of employers or group of employers and place of employment; the name and place of origin of the employee, his place of engagement and any other particulars necessary for his identification; where possible the names and address of the next of kin of the employee	C
The address of the usual workplace or workplaces	Place of employment	C
The starting date and, where the contract is for a specified period of time, its duration;	The duration of employment and method of calculation	C
The type of work to be performed	Nature of employment	C
The remuneration, method of calculation and periodicity of payments	The rate of salary and method of calculation, the manner and times of payment	C ¹
The normal hours of work		-
Paid annual leave, and daily and weekly rest periods		-
The provision of food and accommodation, if applicable		-
The period of probation or - trial period, if applicable		-
The terms of repatriation, if applicable	Conditions of repatriation	C ² if applicable

Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.	Notice period for termination	C
Additional clauses not in C189	Measures to be taken to provide for the welfare of the employee Any special conditions of the contract of service	

- C = Present in contract and supported by law
- L = Not present in contract but supported by law
- = Not present in contract and not supported by law
- C₀ = Present in contract, not supported by law
- C₁ = Brunei Darussalam does not have a minimum wage, so there is no legal minimum payment for domestic workers
- C₂ = Present in contract, standards on terms of repatriation are set in Employment Order, 2009 Part XIV, and hold employer responsible for the cost of repatriation

2. Cambodia: standards regarding employment contracts for Cambodian migrant domestic workers

Legal basis of use of employment contracts for migrant domestic workers:

Sub-decree 190, Article 15 “in recruiting and sending Cambodian workers abroad, the recruitment agencies shall enter into some contracts and properly implement them. Some necessary contracts include: - Contract between the Ministry of Labour and Vocational Training and the recruitment agencies; - Contract between the recruitment agencies and Cambodian workers, which shall be titled as Job Placement Service Contract; - Contract between foreign employers and Cambodian workers, which shall be titled as employment contract.

Key terms ILO C189 (Article 7)	Contract terms in national legislation	National legal basis of contractual terms
	Sub-decree No. 190 on the management of sending Cambodian Workers abroad through Private Recruitment Agencies, Article 15	
The name and address of the employer and of the worker	Key addresses	C
The address of the usual workplace or workplaces	Key addresses	C
The starting date and, where the contract is for a specified period of time, its duration;		-
The type of work to be performed	Job status and types of work	C ₀
The remuneration, method of calculation and periodicity of payments		-
The normal hours of work		-
Paid annual leave, and daily and weekly rest periods		-
The provision of food and accommodation, if applicable		-
The period of probation or trial period, if applicable		-
The terms of repatriation, if applicable	Sub-Decree 190, supra note 1 at art. 26 holds that on expiry of a contract, the recruitment agencies shall arrange repatriation of workers. Sub-decree 190, supra note 1 at art. 27 states “the recruitment agencies shall	L ₁

	provide appropriate services in order to ensure that workers return to the Kingdom of Cambodia safely”	
Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.		-
Additional clauses not in C189	Working conditions, benefits	

C = Present in contract and supported by law

C₀ = Present in contract, not supported by law

- = Not present in contract and not supported by law

L₁ Note: Sub-Decree 190, supra note 1 at art. 26 holds that on expiry of a contract, the recruitment agencies shall arrange repatriation of workers. No provision is made if the contract is terminated before expiry. Sub-decree 190, supra note 1 at art. 27 states “the recruitment agencies shall provide appropriate services in order to ensure that workers return to the Kingdom of Cambodia safely”, without defining “appropriate services”. The party responsible for payment of the costs of repatriation is not specified either at completion of the contract or prior to expiry.

3. Indonesia

Legal basis of use of employment contracts for migrant domestic workers:

Indonesian migrant workers are to receive a contract prior to qualification for work, Article 13 placement abroad (Article 13, Law 18/2017)

Key terms ILO C189 (Article 7)	Contract terms in national legislation	National legal basis of contractual terms
	<p>Law on Protection of Migrant Workers (No. 18/2017)</p> <p>BP2MI No. 1, 2020, on the Standards, Signing and Verification of Employment Contracts for Indonesian Migrant Workers</p>	
The name and address of the employer and of the worker	Name, profile, and full address of employer; name, identity number, and full address of Indonesian migrant worker (Art. 15, Law No. 18/2017)	C
The address of the usual workplace or workplaces		-
The starting date and, where the contract is for a specified period of time, its duration;	Time period of employment contract (Art. 16, Law No. 18/2017)	Cx
The type of work to be performed	<p>Position or type of job of Indonesian migrant worker (Art. 15, Law No. 18/2017)</p> <p>Type of job or work position, along with its description; rights and obligations of each party</p>	Cx
The remuneration, method of calculation and periodicity of payments	<p>Wage, payment mechanism (Art. 15, Law No. 18/2017)</p> <p>Wage in accordance with the wage standard that applies in the destination country and/or agreement between two countries and/or employment contract (Art. 6, Law No. 18/2017)</p>	C
The normal hours of work	Work hours (Art. 15, Law No. 18/2017)	Cx
Paid annual leave, and daily and weekly rest periods	<p>Leave and break time (Art. 15, Law No. 18/2017)</p> <p>Employers to provide migrant domestic workers with a daily rest</p>	Cx

	<p>period of at least 9 consecutive hours, and weekly day-off; or request approval from domestic workers for longer hours and compensate at local hourly rate (BP2MI No. 1, 2020)</p> <p>On annual leave, when migrant domestic workers voluntarily agree not to make use of the leave, employers are to compensate them with a sum equivalent to the price of a return airline ticket. (BP2MI No. 1, 2020)</p>	
The provision of food and accommodation, if applicable	<p>Facilities (Art. 15, Law No. 18/2017)</p> <p>Employers are to provide migrant domestic workers with a decent accommodation, and 3 (three) meals (per day) that meet the health standards (BP2MI No. 1, 2020)</p>	C
The period of probation or trial period, if applicable		-
The terms of repatriation, if applicable	<p>After working protection includes: “facilitation of the repatriation until their home towns” and is “conducted by Central Government along with Local Governments” (Article 24)</p>	L
Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.		-
Additional clauses not in C189	Rights and obligations of the parties (Art. 15, Law No. 18/2017)	
	Social security and/or insurances (Art. 15, Law No. 18/2017)	
	Security and safety assurances for Indonesian migrant worker during working (Art. 15, Law No. 18/2017)	
	Employers are to facilitate the opening of a bank account for Indonesian migrant workers without an account (BP2MI No. 1, 2020)	

C = Present in contract and supported by law

L = Not present in contract but supported by law

- = Not present in contract and not supported by law

Cx = Present in contract, no minimum standard or elaboration to meet international standards

4. Lao PDR

Legal basis of use of employment contracts for migrant domestic workers:

None. Related clauses Labour Law (Amended), 2015:

“Employment contracts may be verbal in cases where the employer and employee are both individuals” (Article 77)

The below shows content of employment contracts (Article 78) that “must be made in writing when one or both parties is a legal entity or organization”.

Labour recruitment agencies are to “sign working agreements pertaining to the sending of Lao labour overseas” (Article 40)

Key terms ILO C189 (Article 7)	Contract terms in national legislation Labour Law (Amended), 2015	National legal basis of contractual terms
The name and address of the employer and of the worker	Name of employer and of the worker; their addresses	C ₀
The address of the usual workplace or workplaces	Address of the employer and employee	C ₀
The starting date and, where the contract is for a specified period of time, its duration;	Duration of the contract, date of commencement and expiry of the contract	C ₀
The type of work to be performed	Scope of work, rights, obligations, responsibilities and occupational duties of the employee	C ₀
The remuneration, method of calculation and periodicity of payments	Salary or wages of the employee	C ₀
The normal hours of work		-
Paid annual leave, and daily and weekly rest periods	Working days, rest days and holidays	C ₀
The provision of food and accommodation, if applicable		-
The period of probation or trial period, if applicable	Duration of trial period for employees	C ₀
The terms of repatriation, if applicable	Labour recruitment agencies are to “arrange their return after expiration of any working contract or in the event of emergency”. (Article 40)	L ₁
Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.	-	-

Additional clauses not in C189	Benefits the employee will receive at the expiration of the employment contract	C ₀
	Other matters that both parties deem necessary in accordance with the law	C ₀

- = Not present in contract and not supported by law

C₀ = Present in contract, not supported by law

L₁ = Present in law, no minimum standard or elaboration to meet international standards

5. Malaysia

Legal basis of use of employment contracts for migrant domestic workers:

Employment Act, 1955

Key terms ILO C189 (Article 7)	Contract terms in national legislation	National legal basis of contractual terms
The name and address of the employer and of the worker	Residence of domestic worker	C ₀
The address of the usual workplace or workplaces	Place of work	C ₀
The starting date and, where the contract is for a specified period of time, its duration;	Duration of contract, start date and specified period of time.	C
The type of work to be performed	“The domestic worker shall perform diligently, faithfully and sincerely all household duties assigned by the Employer which shall not include commercial activities”	C ₁
The remuneration, method of calculation and periodicity of payments	The employer shall pay the domestic worker a monthly wage. . . in accordance with Malaysian labour laws.	C ¹
The normal hours of work		-
Paid annual leave, and daily and weekly rest periods	The domestic worker shall be entitled to one rest day every week. In the event the domestic worker waives their right . . . [they] shall be paid. . . on pro-rata basis in lieu “or as agreed upon by the employer and the domestic worker. . . the payment for working on one rest day shall be equal to monthly wage divided by 26 days”	C ¹
The provision of food and accommodation, if applicable	The employer shall provide the domestic worker with reasonable accommodation, basic amenities and sufficient daily meals	C ₀
The period of probation or trial period, if applicable		-
The terms of repatriation, if applicable	Transportation cost to the place of work is the responsibility of the employer In the event of termination of contract as a result of misconduct, the domestic worker shall bear the	C ¹

	<p>costs of repatriation</p> <p>The employer is responsible for repatriation costs in the event of i) completion of contract; ii) termination of the contract by the employer; iii) termination due to non-compliance of the terms and conditions of the contract of employment by the employer</p>	
<p>Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.</p>	<p>The employer may terminate the service of the domestic worker without notice if the domestic worker commits any act of misconduct inconsistent with the fulfilment of the domestic worker's duties or if the domestic worker breaches any of the terms and conditions of this contract</p> <p>The domestic worker may terminate the contract without notice if i) the domestic worker has reasonable grounds to fear for his or her life or is threatened by violence worker is subject to abuse or ill-treatment by the employer; or iii) the employer has failed to fulfil his obligation under paragraph 5 (payment of wages)</p>	C ¹
<p>Additional clauses not in C189</p>	<p>The Employer shall provide the Domestic Worker with insurance under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance schemes as may be required for the Workers as imposed by the Government of Malaysia to cover medical treatment expenses and risk compensation.</p>	<p>New provision in the employment contract on requirement of insurance under the Employment Injury Scheme of the Employees' Social Security Act 1969 [Act 4] of Malaysia and the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance schemes as may be required for the Workers as imposed by the Government of Malaysia to cover medical treatment expenses.</p>

	<p>The employer may keep the passport of the domestic worker for safekeeping purposes upon being agreed in writing by the domestic worker. The passport shall be returned at any time requested.</p>	<p>New provision: The Employer shall not keep the passport and/or personal documents of the Domestic Worker in his custody. The Employer may keep the passport and/or personal documents of the Domestic Worker for the following purposes: (i) medical screenings; (ii) application of Visit Pass (Temporary Employment); and (iii) renewal of Visit Pass (Temporary Employment). The passport shall be returned to the Domestic Worker upon completion of these purposes.</p>
	<p>The employer shall allow the domestic worker to communicate with his/her family</p>	

- C = Present in contract and supported by law
- = Not present in contract and not supported by law
- C₀ = Present in contract, not supported by law
- C₁ = Present in contract, no minimum standard or elaboration to meet international standards

6. The Philippines

Legal basis of use of employment contracts for migrant domestic workers:

An employment contract must be signed and understood by the employer and the domestic worker prior to the start of employment (Section 11, Republic Act No. 10361)

Migrant Workers and Overseas Filipinos Act of 1995 (Republic Act No. 8042 , amended by Republic Act 10022). Section 3 requires signature of an employment contract prior to departure

POEA rules and regulations set minimum contract standards (Section 135)

Protection and Welfare of Domestic Workers Act, 2012 (Republic Act No. 1036)

- Revised POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016 set minimum contract standards

Migrant Workers and Overseas Filipinos Act of 1995 (Republic Act No. 8042 , amended by Republic Act 10022). Section 3

Key terms ILO C189 (Article 7)	Standard contract terms	National legal basis of contractual terms
The name and address of the employer and of the worker	Name, Address, passport/ID number of employer (POEA standard employment contract for Filipino Household Service Workers)	C
The address of the usual workplace or workplaces	Site of employment	C
The starting date and, where the contract is for a specified period of time, its duration;	Contract duration (2 years commencing departure of household service worker from point of origin)	C
The type of work to be performed		--
The remuneration, method of calculation and periodicity of payments	Basic monthly salary	C
The normal hours of work	Work hours	C ^a
Paid annual leave, and daily and weekly rest periods	At least 8 continuous hours of rest per day, at least 1 rest day per week. Vacation leave with full pay of not less than 15 calendar days for every year of service to be availed of upon completion of the contract.	C ^b
The provision of food and accommodation, if applicable	The employer shall furnish the household service worker, free of charge, separate, suitable and sanitary living quarters as well as adequate food or food allowance.	C ^c

The period of probation or - trial period, if applicable	-	-
The terms of repatriation, if applicable	Free transport to site of employment and back to point of origin on contract expiry or when contract of employment is terminated through no fault of the household service worker and/or due to force majeure. In case of contract renewal, free round trip economy class air ticket shall be provided by employer.	C ^d
Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.	<p>Termination by Employer: The employer may terminate the household service worker's contract of employment for any of the following just causes: serious misconduct or willful disobedience by the household service worker of the lawful orders of the employer or immediate household members in connection with his/her work; gross habitual neglect by the household service worker of her duties; violation of the laws of the most country. The household worker shall shoulder the repatriation expenses.</p> <p>b. Termination by household service worker:</p> <p>1) Termination without just cause: the household service worker may terminate the contract without just cause by serving a written notice on the employer at least one month in advance. Without such notice, the worker shall shoulder her/his return transportation.</p> <p>2) Termination for a just cause: the worker may also terminate the contract without serving any notice on the employer for any of the following just causes: when the worker is maltreated by the Employer or any member of his household: when the employer violates the terms and conditions of this contract; when the employer commits any of the following acts —</p>	C ^e

	<p>deliberate nonpayment of salary, physical molestation and physical assault. The Employer shall pay for the repatriation expenses.</p> <p>c. Termination due to illness. Either party may terminate the contract on the grounds of illness, disease or injury suffered by the worker, where the latter's continued employment is prohibited by law or is prejudicial to his/her health as well as to the health of the employer and his household. The repatriation expenses shall be shouldered by the employer.</p>	
Additional clauses not in C189	Free emergency medical and dental services for the household service worker including facilities and medicine.	
	Settlement of Disputes. In case of dispute between the household service worker and the employer, the matter must be referred by either party to the Philippine Embassy who shall endeavor to settle the issue amicably to the best interest of both parties, as appropriate. If the dispute remains unresolved, the Embassy official shall refer the matter to the appropriate Labor authorities of the host country for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.	
	The employer shall assist the household service worker in remitting a percentage of his/her salary through proper banking channels.	
	<p>In the event of death of the household service worker during the term of this contract, his/her remains and personal belongings shall be repatriated to the Philippines at the expense of the employer.</p> <p>Special Provisions:</p> <p>a. The employer shall treat the household service worker in a just</p>	

	<p>and humane manner. In no case shall physical violence be used upon the household service worker.</p> <p>b. The household service worker 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.</p> <p>c. The employer shall not deduct any amount from the regular salary or the household service worker other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.</p> <p>d. The employer shall pay for the household service worker's work/residence permit and exit/re-entry visa.</p> <p>e. It shall be unlawful for the Employer to hold or withhold the Helper's passport with or without his/her consent.</p> <p>f. The work/residence permit of the household service worker shall remain in her possession.</p> <p>16. No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA.</p> <p>17. In the event of war, civil disturbance or major natural calamity, the employer shall repatriate the worker at no cost to the worker.</p>	
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	<p>18. Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines or the host country, any applicable provisions on labor and employment of the host country are hereby incorporated as part of this contract.</p>	
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- C = Present in contract and supported by law
- L = Not present in contract but supported by law
- = Not present in contract and not supported by law
- C₀ = Present in contract, not supported by law
- C_a Related legislation: Regular work hours and days off (POEA Rules and Regs, Sec. 135); Hours of work and proportionate additional payment (Sec. 11, Republic Act, No. 10361)
- C_b Related legislation: Vacation leave and sick leave for every year of service Regular work hours and days off (POEA Rules and Regs, Sec. 135); Rest days and allowable leaves (Sec. 11, Republic Act, No. 10361)
- C_c Related legislation: Food and accommodation or the monetary equivalent which shall be commensurate to the cost of living in the host country, or off-setting benefits (POEA Rules and Regs, Sec. 135); Board, lodging and medical attention (Sec. 11, Republic Act, No. 10361)
- C_d Repatriation of worker in case of imminent danger due to war, calamity, and other analogous circumstances, at the expense of employer (POEA Rules and Regs, Sec. 135); In case of worker's death, repatriation of Overseas Filipino Workers' human remains and personal belongings, at the expense of the employer (POEA Rules and Regs, Sec. 135)
- C_e Just/valid/authorized causes for termination of the contract or of the services of the worker and taking into consideration the customs, traditions, norms, mores, practices, company policies and the labor laws and social legislations of the host country (POEA Rules and Regs, Sec. 135); Termination of employment (Sec. 11, Republic Act, No. 10361)

7. Singapore

Legal basis of use of employment contracts for migrant domestic workers:

Relevant legislation: the Employment of Foreign Manpower Act (Revised) 1990

Employment of Foreign Manpower (Work Passes) Regulations, No. S 569

Key terms ILO C189 (Article 7)	Contract terms in national legislation	National legal basis of contractual terms
The name and address of the employer and of the worker	-	-
The address of the usual workplace or workplaces	The employer must employ the foreign employee to perform work at the residential address stated in the Work Permit, or any other residential address approved the Controller	L
The starting date and, where the contract is for a specified period of time, its duration;	-	-
The type of work to be performed	The employer must employ the foreign employee to perform only household and domestic duties at one or more of the following addresses: <ul style="list-style-type: none"> a. the residential address stated in the work permit; b. any other residential address approved in writing by the Controller 	L
The remuneration, method of calculation and periodicity of payments	Salary must be paid at least once a month.	L ¹
The normal hours of work	-	- ²
Paid annual leave, and daily and weekly rest periods	The employer must grant the foreign employee a weekly rest day.	- ³
The provision of food and accommodation, if applicable	The employer is responsible for the provision of adequate food and accommodation.	L ⁴
The period of probation or trial period, if applicable	-	-
The terms of repatriation, if applicable	The employer must repatriate the foreign employee to the international port of entry within the foreign employee's home country that affords reasonable access to the foreign employee's hometown.	L ⁵

Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.	-	L
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- C = Present in contract and supported by law
- L = Not present in contract but supported by law
- = Not present in contract and not supported by law
- 1 Singapore has no minimum wage
- 2 Domestic workers area excluded from the Employment Act, which covers working hours, rest days, public holidays, annual leave and sick leave
- 3 Domestic workers area excluded from the Employment Act, which covers working hours, rest days, public holidays, annual leave and sick leave, however (Employment of Foreign Manpower (Work Passes) Regulations, No. S 569) holds that “adequate” daily rest is to be granted, as well as one rest day every seven days, which can be waived with prior written agreement and monetary compensation.
- 4 The employer is responsible for the cost of adequate food and acceptable accommodation (Employment of Foreign Manpower (Work Passes) Regulations, No. S 569)
- 5 The employer is responsible for repatriation costs, within stipulated circumstances (Employment of Foreign Manpower (Work Passes) Regulations, No. S 569)

8. Thailand

Legal basis of use of employment contracts for migrant domestic workers:

2017 Royal Ordinance Concerning the Management of Employment of Migrant workers, revised in 2018

Before a foreign worker engages in work with the employer, the employer shall conduct an employment contract in writing, including at least the list prescribed by the Director-General, and place the employment contract at the employer's workplace for the Registrar or Competent Officials to check, and a copy of the employment contract shall be given to the employee. . . (Section 46)

Relevant legislation: Thai Labour Protection Act B.E.2541 (Amended)

Thai Civil and Commercial Code

Ministerial Regulation (No. 14) B.E. 2555 issued under the Labour Protection Act B.E.2541 (Note: The Regulation applies to employers employing workers to perform domestic work which does not involve business operations).

2017 Royal Ordinance Concerning the Management of Employment of Migrant workers, revised in 2018

Key terms ILO C189 (Article 7)	Contract terms in national legislation	National legal basis of contractual terms
The name and address of the employer and of the worker	-	-
The address of the usual workplace or workplaces	-	-
The starting date and, where the contract is for a specified period of time, its duration;	-	-
The type of work to be performed	-	-
The remuneration, method of calculation and periodicity of payments	-	- ¹
The normal hours of work	-	- ¹
Paid annual leave, and daily and weekly rest periods	-	L
The provision of food and accommodation, if applicable	-	-
The period of probation or trial period, if applicable	-	-
The terms of repatriation, if applicable	-	L

Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.	-	L
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L = Not present in contract but supported by law

- = Not present in contract and not supported by law

1 Domestic workers are excluded by Ministerial Regulation (No. 14) B.E. 2555 issued under the Labour Protection Act, from sections covering minimum wage and working hours

2 Present in law, however responsibility for cost of transportation for repatriation is not clear, under 2017 Royal Ordinance Concerning the Management of Employment of Migrant workers, revised in 2018

9. Viet Nam

Legal basis of use of employment contracts for migrant domestic workers:

Key laws: Law on Contract-Based Vietnamese Overseas Workers (69/2020/QH14)

Vietnamese guest workers are to “be protected in terms of legal rights and benefits during period of working abroad under contracts conforming to regulations and law of Vietnam and host countries and international practices” (Article 6d)

Directly concluded employment contracts (Article 51): “Directly-concluded employment contracts are written agreements between Vietnamese with foreign employers on paid work, salaries, working conditions, rights and obligations of parties in employment relationship.

2. Primary contents of directly-concluded employment contracts must conform to regulations and law of Vietnam and of host countries”

Key terms ILO C189 (Article 7)	Contract terms in national legislation	National legal basis of contractual terms
The name and address of the employer and of the worker	-	-
The address of the usual workplace or workplaces	Working location	L
The starting date and, where the contract is for a specified period of time, its duration;	Duration of contracts	L
The type of work to be performed	-	-
The remuneration, method of calculation and periodicity of payments	Salary, wages	L ^a
The normal hours of work	Working hours, break time and overtime hours	L ¹
Paid annual leave, and daily and weekly rest periods	-	-
The provision of food and accommodation, if applicable	Living conditions, travel conditions	L ¹
The period of probation or trial period, if applicable	-	-
The terms of repatriation, if applicable	-	-
Terms and conditions relating to the termination of employment, including any period of notice by either the domestic worker or the employer.	-	-

Additional clauses not in C189		
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- C = Present in contract and supported by law
- L = Not present in contract but supported by law
- = Not present in contract and not supported by law
- a relevant law: law on Contract-Based Vietnamese Overseas Workers (69/2020/QH14) holds that workers should benefit from wages in line with the regulations and law of Viet Nam and host countries (Article 6c). While Viet Nam has recently included domestic workers under its unified minimum wage (International Labour Organisation 2021c), employment contracts, service contracts and labour supply contracts are to “accord” with Vietnamese and host country laws (Article 17) leaving considerable room for interpretation.
- L¹ = Present in contract, no minimum standard or elaboration to meet international standards

Annex 3: Sample contracts and other forms of documentation

Brunei Darussalam

SAMPLE CONTRACT OF EMPLOYMENT

(This is an example of a contract used for migrant workers. This particular example is for an Indonesian migrant worker)

CONTRACT OF EMPLOYMENT (Thailand, the Philippines, INDONESIA, India, etc.)

CONTRACT made the _____ day of _____ between _____ (hereinafter called "The Employer") and _____ (hereinafter called "The Employee").

DUTIES

1. The Employee agrees to proceed to **Brunei** when directed and undertakes that he will there diligently and faithfully work as a _____ for the term of his engagement set out in Clause 3 of the Contract and will act in all respects according to the reasonable instruction or directions given to him by the Employer or the Employer's representatives.
2. The Employee will perform the normal duties for which he has engaged and any other suitable duties which may be assigned to him by the Employer. He will reside and work in **BRUNEI** (specify country and site operations) as directed by the Employer and he will not participate in any remunerative occupation other than under this Contract.

DURATION

3. The duration of the Contract will be for a period of **TWO YEARS** (maximum 2 years) commencing on the day of arrival of the Employee in **BRUNEI**. This term of service may be determined or extended as hereinafter provided in Clauses 16 and 17 on this Contract

WAGES

4. (a) The Employee will receive wages at a rate of not less than _____ (state whether per hour, day, week or month). The Employer undertakes to provide the Employee with not less than 6 days' work per week.
- (b) An allowance of _____ per day will be paid to the employee from the date of his departure from Indonesia until his arrival in Brunei.
- (c) At the request of the Employee, the Employer will advance an amount not exceeding 4 weeks' wages prior to embarkation in **INDONESIA**. The advance will be repaid by the Employee in (12 weekly) installments to be deducted from his wages.
- (d) Wages will be paid by the Employer at least once every month, and more frequently, if the Employer so desires (here specify in detail any additional cash allowance e.g. a cost of living allowance.)

HOURS OF WORK

5. Hours of work shall be EIGHT (maximum eight) hours per day from Monday to Saturday.

OVERTIME

6. If the Employee works more than eight hours (maximum eight hours per day) on any working day, he will as regards such overtime receive payment at the rate of time and a half ordinary time. The Employee may only be asked to work overtime with his consent and shall not be permitted to work overtime for more than two hours in any period of twenty-four hours.

REST DAYS AND HOLIDAYS

7. (a) The Employee will be entitled to one day's rest in each week, normally on Sunday. In the event of his working on shift, the Employee will agree to take his rest period on any of the week, provided he is not required to work for a longer period than six consecutive days without a rest day.
(b) The Employee will be entitled to EIGHT (a minimum of eight) paid holidays in each year, which may be either public holidays or holidays peculiar to the Employee's race. The eight paid holidays are____.
(c) In the event of an Employee, not on shift work, being asked to work on Sunday or on any paid holidays, he will be entitled to be paid at one and half and double rates respectively for the period worked.

INTERRUPTION TO WORK

8. If on any working day for any reason outside the Employee's control the Employer is unable to provide work, and the Employee attends for work at the place of employment. The Employee will receive wages as if he had worked for the full period required on that day. If the Employee fails to attend at the work place a proper excuse, he will not receive wages for the period of his absence.

PASSAGE

9. (a) The Employer will provide the Employee with free passage and food from INDONESIA to BRUNEI likewise the Employee will receive free return passage and food on the expiration of the contract. The Employee must be prepared in either case to travel by sea or air as the Employer shall direct.
(b) Should the Employee be unavoidably delayed in BRUNEI after the termination or expiry of the contract he will continue to receive his wages pro rata until the day on which he embarks for INDONESIA commencing from the day of embarkation, he will receive a daily traveling allowance of \$_____ per day the duration of the return journey including any delay incurred in the shipping or air passage through no fault of the Employee. The allowance will not be payable during any period which the Employee extends return journey of his own accord.

TRAVEL DOCUMENTS AND MEDICAL EXAMINATION

10. The Employer will undertake to obtain on the Employee's behalf all necessary travel

documents free of charge to the Employee, and will further arrange for the Employee to be examined free of charge by a Registered Medical Practitioner prior to his departure from **INDONESIA**.

ILLNESS OR ACCIDENT

11. (a) In the event of any illness or accident arising out of or in the course of his employment, the Employee will be paid compensation on terms not less favorable than those provided under the Workmen's Compensation Ordinance of **BRUNEI**. Moreover, the Employer undertakes to provide all necessary medical and hospital attention free of charge.

(b) In the event of any illness or accident not attributable to his employment and provided the Employee immediately informs the Employer or the Employer's medical practitioner, the Employee will be provided with free medical and hospital attention by the Employer. Full wages will be paid for the first month of incapacitation, and half wages for the next month. Subsequently free medical and hospital attention will continue, but no wages will be paid.

(c) In the event of a medical practitioner certifying that in his opinion the Employee is unable to resume service with the Employer, the Employer will provide free maintenance in hospital or an adequate maintenance allowance prior to embarkation and free food and return passage to **INDONESIA**.

FOOD AND QUARTERS

12. The Employer shall provide the Employee, during the term of service the following.

- a. Free medical attention
- b. Free board and lodging or
- c. Free accommodation only or
- d. No board and lodging will be provided

REMITTANCES

13. The Employer will provide free of charge facilities for the Employee to make remittances to his family or dependents in **INDONESIA**.

FAMILY

14. 14. Nothing in the terms of this Contract will be construed as permitting the Employee to bring his family to **BRUNEI**.

TERMINATION

15. (a) In the event of the Employer wishing to terminate this Contract he will give one month's notice or one month's wages in lieu of notice to the Employee, and will provide free food and return passage to **INDONESIA** with allowances as set out in Clause 9(b).

(b) In the event of the Employee wishing to terminate this Contract he will give one month's notice or forfeit one month's wages in lieu thereof to the Employer. In this event he will be entitled to receive from the Employer the cost of return passage and food.

(c) The Employer will reserve the right to summarily dismiss the Employee for cause

shown. In such case the Employee will be repatriated at the Employer's expenses but wages will cease as from the day of dismissal. The competent authority will be informed immediately should the Employee be dismissed under this sub-clause.

EXTENSION

16. Should the Employer and the Employee wish to extend the duration of this Contract for a further period of **TWO YEARS** (total period of absence from **BRUNEI** should not exceed 2 years), they may do so provided the Immigration Authorities of **INDONESIA** and **BRUNEI** do not require the Employee to return to **INDONESIA** prior to the extension taking place.

PIECE RATES

17. (a) If the Employer and the Employee so desire, the Employee may be remunerated by piece rates which are set out in the Schedule to the Contract. Before such an arrangement is effected, the proposal must be notified to and the rate approved by the competent authority in **BRUNEI**.
- (b) The Employer guarantees that the Employee if he is remunerated by piece-rates will receive not less than the time-rate of wages as stated in Clause 4(a), subject to his fulfilling to other conditions, of this Contract.

VARIATION

18. Any variation or addition to the terms of this Contract during, its normal duration, or in the event of its extension under Clause 17 will be made only with the consent of the competent authority of **BRUNEI**.

LAWS

19. The Employee during the course of this Contract will be subject to the laws of **BRUNEI**.

SIGNING OF THE CONTRACT

20. This Contract will not be signed in **INDONESIA** but will be **SIGNED** on arrival in **BRUNEI** and in the presence of the Commissioner or Deputy Commissioner of Labour, the competent authority to whom all complaints concerning the execution of this Contract should be made.

COMPLAINTS

21. All complaints concerning the terms of this Contract must be made to the Commissioner or Deputy Commissioner of Labour before the Employee leaves **BRUNEI**. No complaints or grievances outside the country of employment will be entertained.

FINAL PAYMENTS

22. On termination of the Contract all final payments or no complaint certificates etc, will be made in the presence of the Commissioner or Deputy Commissioner of Labour before the Employee leaves the country of employment.

INTERPRETATION

23. In the interpretation of this Agreement only the English text will be accepted. AS

WITNESS the hands of the parties hereto the day and year first above written.

SIGNED BY EMPLOYER _____

SIGNED BY EMPLOYEE _____

Cambodia

<p>STANDARD EMPLOYMENT CONTRACT BETWEEN FOREIGN DOMESTIC WORKER AND EMPLOYER</p> <p>Employment Agency Name : _____ License No. _____ Reference No. : _____</p> <p>This employment contract is made between (a) The Employer and (b) The Foreign Domestic Worker (FDW) in Section A, based on the terms contained in Section B.</p> <p>A copy of the Contract (with all blanks filled in and options selected) and Job Scope Sheet (Annex A) translated into the FDW's language should be given to the FDW in her home country before she signs the contract.</p> <p>The Schedules of Salary Payment and Loan (including loan for placement fee) Repayment (Annex B) shall be filled up at the same time the contract is signed.</p>
<p>Section A: Particulars of Parties in Contract</p> <p>(a) The Employer</p> <p>Full Name.: _____ NRIC/Passport No.: _____ Address.: _____</p> <p>(b) The Foreign Domestic Worker (FDW)</p> <p>Full Name.: _____ Work Permit No.: _____ Passport No.: _____</p>
<p>Section B: Terms of Contract</p> <p><u>Part I : Employment Period and Workplace</u></p> <ol style="list-style-type: none"> 1. The FDW shall be employed by the Employer as a domestic worker for a period specified in the FDW's work permit. 2. The FDW shall work and reside only in the Employer's residence as specified in the FDW's work permit. <p><u>Part II : Responsibilities of the FDW</u></p> <ol style="list-style-type: none"> 3. The FDW shall undertake to perform her work diligently and honestly at all times. 4. The FDW shall not take up, or be required by the Employer to take up, any other employment with any other person(s). <p><u>Part III : Remuneration and Benefits</u></p> <ol style="list-style-type: none"> 5. The Employer shall pay the FDW wages of SGD _____ per month.

6. The salary shall be paid on the ____ day of every month.
7. The FDW shall acknowledge the amount received under her signature in the attached Schedule of Salary Payment (Annex B) as proof of payment. Where applicable, the FDW shall make a monthly loan (including loan for placement fee) repayment with the Employment Agency, through monthly payments to the employer in accordance with the Schedule of Loan (including loan for placement fee) Repayment in Annex B.
8. The salary will be paid by *cash / crediting into the FDW's bank account (delete where applicable).
9. The Employer shall provide the FDW with suitable accommodation in accordance with MOM's guidelines, with a reasonable amount of privacy. Please tick where applicable:
 - Share a room with ____ child/children
 - Separate room
 - Others (please specify):

10. The Employer shall provide at least three adequate meals a day to the FDW, over and above the salary paid.
11. The Employer shall provide the FDW with _____ hours [**recommended 8 hours**] of continuous rest daily (except for occasional special-care cases), with reasonable rest periods during working hours.
12. The FDW shall be entitled to *one / two / three / four rest day(s) a month, on a day mutually agreed (*delete where applicable). If the rest day was not taken, the FDW shall be compensated in cash as agreed in writing between the employer and the FDW. If there is no such existing agreement, the accreditation body's prevailing compensation guideline shall apply.
13. Should both parties (Employer and FDW) agree to extend this contract, she (the FDW) shall be entitled to _____ days [**recommended 15 days**] of paid home leave (inclusive of a return ticket to her City of origin).
14. If the FDW does not wish to utilize her leave as stated in clause 13, the Employer shall pay the FDW *a lump sum equivalent to the return ticket to her City of origin / a lump sum of S\$_____ (delete where applicable).
15. In the event that the FDW falls ill or suffers personal injury during the period of employment, except for the period the FDW leaves Singapore of her own volition and for her own personal purposes, the Employer shall bear all the necessary treatment costs, including medical consultation, medicine, hospitalization and others.

16. External communications shall be made available for the FDW and the employer must allow the FDW seek the advice/help of the relevant bodies/authorities such as the Employment Agency, Ministry of Manpower etc at all times.

17. The employer shall provide safe working conditions for the FDW at all times.

Part IV : Termination

18. Either party may terminate this Contract by giving _____ notice [**recommended at least one week**].

19. Either party may terminate the Contract without notice if either party is in breach of the work permit condition(s).

20. In cases where the employer decides to terminate the contract under any circumstances, the employer should ensure the FDW's proper upkeep until she is repatriated or transferred to another employer, whichever is applicable.

21. The employer shall be responsible to bear the cost of repatriation of the FDW at all times.

22. Upon termination or expiry of the contract, the Employer shall bear the cost of repatriating the FDW back to _____ [her town/city of origin] in _____ [country].

23. Should both parties agree to renew this employment relationship, a new employment contract shall be signed by both the employer and the FDW.

Part V : Others

24. Any substantial variation or addition to the terms of this Contract shall be deemed void unless made with the consent of both parties to the Contract and a witness through signatories.

25. In the event of any conflict or inconsistency between any term of this Contract (including the Annexes) in the English language and any translation thereof in any other language, the English language version of this Contract shall prevail.

26. Any dispute arising from this Contract shall be referred to the Employment Agency for mediation. If it cannot be settled, the dispute can be referred at the election of either party to an alternative dispute resolution mechanism.

27. In the case whereby any term of the contract contradicts the existing Work Permit conditions or any Singapore government regulations, the latter two shall supersede.

Section C: Employer's Declaration

I have read and understood the contents of this Contract, and hereby agree to abide by it.

The Employer's Signature : _____

Witnessed by (Name & Signature) : _____

Date : _____

Section D: Foreign Domestic Worker's Declaration

I have read and understood the contents of this Contract, and hereby agree to abide by it.

The Foreign Domestic Worker's Signature : _____

Witnessed by (Name & Signature) : _____

Date : _____

Indonesia

CONTRACT OF EMPLOYMENT

The undersigned below:

1) Employer

Name: _____

I/C Number: _____

Address: _____

Phone Number: _____

Mobile Number: _____

Email Address: _____

Facilitated by Malaysian Recruitment Agency (MRA): _____

Address: _____

Contact Number: _____

E-mail Address: _____

2) Indonesian Domestic Migrant Worker (IDMW)

Name: _____

NIK: _____

Place, DoB: _____

Sex: _____

Address: _____

Mobile Number: _____

Passport Number: _____

Name of next of kin/relation: _____

Address of next of kin :

Phone number of next of kin :

Name and contact number on emergency situation/relation:

Facilitated by Indonesian Placement Agency (IPA): _____

Address: _____

Contact Number: _____

E-mail Address: _____

The Employer and IDMW agree to enter a Contract of Employment with the following terms and conditions:

1. Job Description

1.1. Employer will employ IDMW as: (circle only one category below)

(a) Housekeeper and Family Cook, with the following conditions:

1. Only employed In 1 (one) household consisting of family members maximum of 6 (six) persons above 5 (five) years old and without any special needs and treatments.
2. Not allowed to carry out the tasks of Child Caretaker and Elderly Caretaker

(b) Child Caretaker With the following conditions:

1. Only be employed for taking care of maximum 2 (two) children up to 5 (five) years old without requirement for special treatment or maximum 1 (one) child up to 5 (five) years old who requires special treatment
2. Not allowed to carry out the tasks of Housekeeper and Family Cook.

(c) Elderly Caretaker 47. With the following conditions:

1. Only be employed for taking care of a maximum 1 (one) elderly person who requires special treatment.
2. Not allowed to carry out the tasks of Housekeeper and Family Cook.

1.2 The job description of the IDMW are as follows (refer to the Appendix B of the MoU):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.

1.3 The IDMW only carries out their duties in accordance with the job category and job description above, and is not allowed to carry out other tasks apart from the aforementioned work including perform or involve in any commercial activities.

1.4. The Employer shall not employ the IDMW to work for any other 1 party or at other premises other than stated in this Contract of 1 Employment.

2. Rights and Responsibilities of the IDMW

2.1. The IDMW shall perform duties in accordance with the job I category and job descriptions and comply with the terms of this 1 Contract of Employment.

2.2. The IDMW shall abide by all Malaysian laws, rules, regulations, 1 and policies and respect Malaysian traditions and customs I during their stay in Malaysia.

2.3. The IDMW shall perform assigned responsibilities and duties I assigned by the Employer in a responsible manner.

2.4. The IDMW is expected at all times to observe proper attire and shall be courteous, polite, and respectful to the Employer and family members of the Employer.

2.5. The IDMW shall keep his/her passport and personal documents during Employment with the Employer and stay in Malaysia.

2.6. The IDMW shall not use or take advantage of the Employers possessions with the Employer's permission.

2.7. The IDMW shall have the rights to communicate with anyone at any time, outside working hours, through any means of communication, among others his/her mobile phone.

2.8 Upon the completion of the Contract of Employment, the IDMW is entitled to his/her rights as stipulated in clause 8 and 10 of this Contract of Employment.

2.9. The IDMW shall have the rights to take annual leave as stipulated in clause 5.1 of this Contract of Employment.

2.10. The IDMW shall have treatment from the Employer and his/her family members with respect and dignity.

2.11. The IDMW shall have the rights to perform prayers and to refuse to handle any work or consume products against his/her religious beliefs.

2.12. The IDMW shall be entitled to sufficient daily meals or equivalent monetary allowance and proper accommodation with basic amenities, electricity, and water supply, without any deduction to his/her wages in whatsoever form.

2.13. The IDMW shall have the right of rest days as stipulated in clause 5.2 of this Contract of Employment.

2.14. For acceptable and proven medical reasons, the IDMW shall be allowed to rest and shall continue to receive his/her regular wage.

3. Rights and Responsibilities of the Employer

3.1. The Employer shall employ the IDMW in specific category, job description, and residence as stipulated in the Contract of Employment.

3.2. The Employer shall not require the IDMW to perform works outside his/her job category and job description.

3.3. The Employer shall be fully responsible for the wellbeing and legal status of the IDMW during his/her employment period in Malaysia.

3.4. Notwithstanding the component costs that have been paid to the MRA prior the employment of the IDMW, the Employer shall be responsible for the following expenses:

- (a) Insurance for the IDMW as stipulated in clause 7 of this Contract of Employment.
- (b) In relation to medical examination, the Employer shall be responsible for the

following expenses:

1. medical examination to be carried out once every year for the first 2 (two) years of employment; and
2. any other medical examination as required by the Government of Malaysia for the subsequent years of employment.

(c) Annual levy, Work Pass, and exit/re-entry visa, including the renewals and penalties resulting from delays thereof.

(d) Monthly wages as stipulated in clause 4 of this Contract of Employment.

(e) Cost of repatriation after the completion or termination of this Contract of Employment as stipulated In clause 9 and 10 of this Contract of Employment.

(f) Cost of repatriation of remains and/or funeral in the event of the death of the IDMW as stipulated in clause 10 of this Contract of Employment.

3.5. The Employer shall renew the IDMWs' work Pass 3 (three) months before the expiry date. Any fee, penalty, or compound due to the failure of the Employer to do so shall be borne by the Employer. The Employer shall be responsible for the IDMW who has failed to obtain the Work Pass renewal and shall undertake efforts for the release of the IDMW who is detained by the authorities due to these circumstances.

3.6. For acceptable and proven medical reasons, the Employer shall allow the IDMW to rest and continue to receive his/her regular wages.

3.7. The Employer shall be responsible for the expenses of medical treatment of the IDMW which are not covered by insurance policy that may arise during the employment period.

3.8. The Employer and his/her family members shall treat the IDMW with respect and dignity.

3.9. The Employer shall at times respect and pay due regards to the sensitivity of religious belief of the IDMW, including the right to perform prayers and to refuse to handle any work or consume products against his/her religious beliefs.

3.10. The Employer shall provide the IDMW with sufficient daily meals or equivalent monetary allowance and proper accommodation with basic amenities, electricity, and water supply, without any deduction to his/her wages in whatsoever form.

3.11. The Employer shall furnish the IDMW the right to have rest days as stipulated in clause 5.2 of this Contract of Employment.

3.12. In the event the Employer migrates to another country for whatever purposes, the Employer shall terminate the Contract of Employment and fulfil the IDMW's rights as well as bear all the cost for his/her repatriation to Indonesia.

3.13. The Employer shall not withhold or confiscate passport and/or personal documents of the IDMW for any reasons.

3.14. The Employer shall guarantee the IDMW's access to communication with anyone at any time, outside working hours, through any means of communication, among others his/her mobile phone.

3.15. The Employer shall furnish the Malaysian Labour Department particulars of the IDMW including the IDMW's dependants within 14 (fourteen) days from the commencement of the employment.

4. Payment of Wages

4.1. The Employer shall facilitate the IDMW to open his/her personal bank account in Malaysia for the purpose of transferring his/her employment wages, and shall guarantee that IDMW has full access to his/her personal account.

4.2. The Employer shall pay the wage of IDMW on a monthly basis not later than the 7th (seventh) day of the following month directly into the IDMW's bank account, in the amount of RM _____ (Ringgit Malaysia _____) (not less than RM1500). In the event that the IDMW has not worked for one full month, the amount of wages shall be calculated at pro-rate basis.

4.3. The passbook or deposit slip or their equivalent shall be given to the IDMW and remain in his/her custody.

4.4. Failure damage to pay the wage on time shall result in an obligation for the Employer to pay liquidated damage to the IDMW equal to 5% of the total unpaid wages. Such failure to pay the wage in two months consecutively shall result in the IDMW's right to terminate the Contract of Employment. Such termination shall not affect the Employer's obligation to pay the outstanding amount of wages and the liquidated damage to IDMW.

4.5 The Employer shall provide IDMW the proof of bank transfer of the wages and no deduction of the wage can be made in this regard unless allowed by the Malaysian laws. In case of deduction for acceptable reason, such deduction must be reflected in the IDMW's pay slip.

5. Benefits and Allowances

5.1. Annual leave

5.1.1. The IDMW who has completed 1 (one) year of employment shall be entitled to an annual paid leave for a total of 8 (eight) days.

5.1.2. In the event that the IDMW agrees not to take the annual paid leave, based on the request of the Employer, he/she is entitled to additional half month wage in lieu of annual paid leave.

5.1.3. The IDMW who has completed the Contract of Employment for 2 (two) years, without taking annual paid leave as mentioned in clause 5.1.1, and agreed to extend or renew the contract shall be entitled to a paid leave for a total of 16 (sixteen) days.

5.1.4. In the event that the Employer requests that the IDMW to work continuously during the extension or renewal period and the IDMW agrees without taking such paid leave, he/she is entitled to an additional 1 (one) month wages.

5.2. Rest day

5.2.1. The IDMW shall be entitled to 1 (one) rest day every week. In case the IDMW is required by the Employer to work during rest day, the Employer is obliged to provide compensation to the IDMW at RM _____ per worked rest day, with the formula 1.5 (one and a half) X pro rate wages.

5.2.2. The IDMW has a minimum of 10 (ten) hours rest per day, in which 7 (seven) hours out of 10 (ten) hours shall be uninterrupted rest.

5.2.3. Notwithstanding clause 5.2.1, the IDMW shall be entitled to at least 1 (one) rest day that cannot be compensated.

6. Place of Work/Residence of the IDMW

6.1. During the period of this Contract of Employment, the IDMW shall only work and reside in the Employer's address as stated in this Contract of Employment.

6.2. IDMW is not allowed to bring his/her family members or any other person to stay In the Employer's house without the consent of the Employer.

7. Insurance

7.1. The Employer shall register the IDMW under the Employment Injury Scheme under the Employee's Social Security Act 1969 [Act 4] and provide health insurance in Malaysia on the expenses of the Employer, without any deduction to IDMW in whatsoever form.

7.2. In the event that the IDMW is ill or injured and the insurance I coverage is insufficient, the Employer shall bear the cost of I treatment until he/she fully recovers and fit to work.

8. Duration, Completion, Extension, and Renewal of the Contract of Employment

8.1. This Contract of Employment shall commence from the date of 1 the arrival of the IDMW at the place of Employer's residence I {dd/mm/yy).

8.2. The duration of this Contract of Employment is 2 (two) years with I the possibility of a maximum 1 (one) year extension.

8.3. Subject to mutual consent of the Employer and IDMW, the Contract of Employment may be renewed with better wages and benefits based on the performance of the IDMW and taking into consideration the total working period of the IDMW, at least 3 (three) months before the expiration of the Contract of Employment.

8.4. This Contract of Employment is considered complete on the following circumstances:

8.4.1. the duration of the Contract of Employment is concluded; and

8.4.2. the IDMW or the Employer passed away.

8.5. Upon the completion of Contract of Employment, the IDMW is entitled to at least one month wage additional and one way economy class ticket to return to Indonesia.

8.6. The renewal or extension of the Contract of Employment shall be made through One Channel System via authorized MRA.

9. Termination of the Contract of Employment

9.1. Termination by the Employer

9.1.1. The Employer may terminate this Contract of Employment by giving a prior notice of 30 (thirty) days to the IDMW on the circumstances other than non-compliance of the terms and conditions under this Contract of Employment by the IDMW, among others: (a) the Employer migrates to another country for whatever purposes; and (b) the IDMW is medically proven as incapable of completing the contract, after a series of medical treatments.

9.1.2. The Employer may terminate the service of the IDMW without notice if the IDMW commits any act of misconduct and/or non-compliance with the fulfilment of the IDMW's responsibilities or if the IDMW breaches any of the terms and conditions of this Contract of Employment, which shall be accompanied by justified evidence and verified by Malaysian authorities. For the purposes of this clause, misconduct includes the following:

- (a) working for another person other than his/her Employer; 12 \$
 - (b) disobeying lawful and reasonable order of the Employer relating the IDMW duties in the Contract of Employment;
 - (c) neglecting the duties and/or assignments as specified in clause 1 of this Contract of Employment and habitually late for work;
 - (d) Is found guilty of criminal offences according to Malaysian law;
 - (e) permitting outsiders to enter the Employer's premises or to use the Employer's properties without Employer's permission; and
 - (f) using the Employer's properties without the Employer's permission.
- 9.2. Termination by the IDMW

9.2.1. The IDMW may terminate this Contract of Employment, after working for a minimum of 1 (one) year, by giving a prior notice of 30 (thirty) days to the Employer on the circumstances other than non-compliance of the terms and conditions under this Contract of Employment by the Employer.

9.2.2. The IDMW may terminate this Contract of Employment without notice if the Employer commits any act of misconduct and/or non-compliance with the fulfilment of the Employer's responsibilities or if the Employer breaches any of the terms and conditions of this Contract of Employment, which shall be accompanied by justified evidence and verified by Malaysian authorities. For the purposes of this clause, misconduct includes the following:

- (a) the IDMW employed in premises other than stated in this Contract of Employment;
- (b) the IDMW required to perform tasks other than job description as stipulated in clause 1 of this Contract of Employment;
- (c) the IDMW has reasonable grounds to fear for the safety of his/her life;

(d) the IDMW is subjected to verbal and/or physical abuse or ill-treatment by the Employer or family member of the Employer;

(e) the Employers' failure to pay the wage of the IDMW in 2 (two) months consecutively;

(f) the IDMW does not get opportunity to perform prayers or has been forced to handle work or consume products against his/her religion or beliefs.

9.2.3. Upon the termination of this Contract of Employment, the Employer shall fulfil the rights due to the IDMW i.e. outstanding monthly wages as well as benefits and allowances.

10. Repatriation

10.1. The repatriation cost of the IDMW from his/her place of work to his/her place of origin in the Republic of Indonesia shall be borne by the Employer after the completion of the Contract of Employment.

10.2. The Employer shall bear the repatriation cost of the IDMW to his/her place of origin in Indonesia in the event of termination of the Contract of Employment by the Employer or the Contract of Employment is terminated due to the failure of the Employer to comply with this Contract of Employment.

10.3. Prior to the repatriation, the Employer shall ensure that the total balance of IDMW's savings, including the outstanding salary, has been given to the IDMW.

10.4. The Employer may not bear the repatriation cost of the IDMW from his/her place of work to his/her place of origin in the Republic of Indonesia in the event the IDMW violates the terms and conditions of the Contract of Employment.

10.5. IDMW shall bear his/her own repatriation cost in the event of he/she commits any act of misconduct as stipulated in clause 9.1.2 in this Contract of Employment.

10.6. Prior to the repatriation of IDMW, the Employer shall notify and provide all related information to the Indonesian Mission through MRA, including but not limited to the itinerary and the proof of fulfilment IDMW's rights.

10.7. In the event of death of the IDMW, the Employer shall pay the cost of funeral, repatriation of the remains and personal belongings to his/her place of origin in the Republic of Indonesia, and transfer the total balance of his/her saving, including the outstanding salary, to his/her next of kin in Indonesia.

11. others

11.1. The Employer shall assist the IDMW to remit his/her wage to Indonesia through proper banking channels.

11.2. The Employer shall report to the nearest Labour Department, Social Security Organization (SOCISO) office, Indonesian Mission, and MRA in the event of abscond,

injury, or death of the IDMW during the period of employment.

11.3. In the event of war, civil disturbance, major calamity, or any other force majeure events as declared by the Government of Malaysia, the Employer shall take necessary measures to ensure the safety and wellbeing of IDMW Including his/her repatriation to Indonesia.

12. Dispute Resolution

12.1. The Employer shall immediately report to the MRA should they become aware of any circumstances relating to the Contract of Employment of the IDMW that may turn into a dispute.

12.2. The IDMW shall report and consult with MRA, relevant authorities in Malaysia and/or Indonesian Missions for settlement of any disputes with the Employer.

12.3. Any dispute arising between the Employer and the IDMW shall be resolved amicably through deliberation between parties and monitored and assisted by MRA.

12.4. In the event there is no settlement on such dispute, one or both of the aggrieved parties may refer their dispute related to their relation of employment to the appropriate Malaysian authorities and Indonesian Mission for mediation, conciliation, and/or resolution in accordance with the applicable laws in Malaysia.

12.5. Any award of mediation, conciliation, and/or resolution is final and binding on the Employer and the IDMW, and shall be enforced without delay.

This Contract of Employment is made in 2 (two) original copies, 1 (one) for IDMW and 1 (one) for the Employer and each of them has the same legal force. This Contract of Employment is made in 2 (two) languages, Indonesian and English. In case of any divergence of Interpretation of this Contract of Employment, the English text shall prevail.

IN WITNESS WHEREOF, the Parties to this Contract of Employment have hereunto affixed their signature in _____ on this _____ day of _____ 20__ and on this _____ day of _____ 20__

In _____ on this day of 20 __

Employer,

IDMW,

Name

Name

Date

Date

Witness by (IPA),

Witness by (MRA),

Name

Name

Date

Date

(QR CODE ID Mission)

Lao PDR

**Lao People's Democratic Republic
Peace Independence Democracy Unity Prosperity**

**KP service and Labour
Development Co., LTD.**

No.....

**Commitment Contract Form of the Lao PDR in Lao language for migrant workers
prior to departure to Thailand**

This commitment contract is made on (date).....between KP service and Labour Development Co., LTD. is called herewith " recruitment agent for sending domestic workers " and Mr/Ms., date of birth, current occupation, living at.....village, district....., province....., is called herewith "domestic worker"

Article 1 : commitment of recruitment agent for sending migrant domestic workers

1. Prepare all relevant documents of migrant domestic workers in the Lao PDR to be asked for allowing him or her to work overseas.
2. Organize a training for domestic workers on culture and tradition, as well as regulations and rule of law of the receiving country prior to their departure.
3. Manage and monitor and give support and assistance to migrant domestic workers who are still working overseas until the termination of a labour contract.
4. Together with recruitment agents in receiving State to lend in advance 16.000 Thai baht as a loan without percentage to each domestic worker so that he or she could spend this money for successfully formulating necessary documents in order to work in Thailand.

Article 2 : commitment of migrant domestic workers

1. Provide personal documents for formulating passport, ID card, medical certification and other relevant documents.
2. Respect for culture and tradition, regulations, rules of law of receiving State, where they are going to work.
3. Fulfill their obligations and commitments until the termination of the labour contract. If they have intention to continue the jobs in Thailand, they must receive a full consent from the recruitment agent for sending migrant domestic workers. Otherwise, such a request is not valid.
4. Being responsible for giving a loan (as mentioned in a point (4) of article 1) back to recruitment agent for sending migrant domestic workers overseas by paying parts of a loan until the termination of the debt(more details, look at a debt agreement).
5. When the relevant agent successfully carries out all procedures for sending the migrant domestic workers to work overseas, the migrant workers have decide to withdraw themselves from the list of candidates, they must pay back 50 % of all expenditures for compensation to the recruitment agent for sending migrant domestic workers.
6. Domestic workers must fulfill their obligations until the termination of the labour

contract if they intend to submit a request to leave or end the labour contract, their request must be agreed by employers in accordance with the regulations and rules of law.

7. If migrant domestic workers intend to terminate the labour contract and to leave for homeland without fulfilling their commitments to the labour contract. In this case, the migrant domestic workers must pay back for compensation all expenditures that recruitment agent spent in advance in relation to money paid for all necessary documents of migrant domestic workers (as mentioned in a point (4) of article 1).
8. Not to abandon the job, until the labour contract terminates, except if he or she is seriously ill.
9. Leaving the workplace for another purpose without warning employers, migrant domestic workers must agree to compensate and be ready to be prosecuted in accordance with the criminal and civil laws and in conformity with the rules of law of the Kingdom of Thailand and the Lao PDR.

Article 3 : other matters

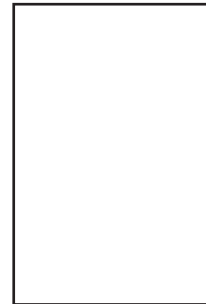
1. Either party does not fulfill their obligations and commitments in accordance with the rules of law, the concluded contract will harm either party , one of the two parties could sue the violator for compensation accordingly.
2. This commitment contract is made on the basis of the full consent of the two parties concerned and recognized by a head of family (guarantor) and a head of village.

The commitment contract has been made in duplicate, each party holding one copy.

Recruitment Agent for sending
Lao migrant domestic workers
overseas

Worker

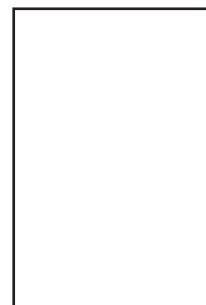
Finger stamp



Given seal of approval
Head of village's signature

Guarantor

Guarantor's finger
stamp



Full name of guarantor.....

Malaysia

*Note: Sample contract of employment
(This is a sample of contract of employment used for migrant domestic worker from Cambodia)

CONTRACT OF EMPLOYMENT

This CONTRACT OF EMPLOYMENT is made on this day month of..... in the year between Mr/Mrs/Miss....., I/C No:, Address (hereinafter referred to as “the Employer”) of the one part and Mr/Mrs/Miss holder of Cambodian Passport No: Address (hereinafter referred to as “the Domestic Worker”) of the other part.

IT IS HEREBY AGREED as follows:

1. Duration of the Contract of Employment

1.1. The Employer shall employ the Domestic Worker in accordance with the terms and conditions of this Contract of Employment and subject to the provisions of the relevant Malaysian laws, rules, regulations, national policies and directives.

1.2 This Contract of Employment shall commence from the date of the arrival of the Domestic Worker at the place of work/residence.

1.3 The Domestic Worker shall continue in the employment under the terms and conditions of this Contract of Employment for a period of years or until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Place of Work / Residence of the Domestic Worker

The Domestic Worker shall work and reside only at..... during the duration of this Contract of Employment.

3. Duties and Responsibilities of the Domestic Worker

3.1 The Domestic Worker shall work only with the Employer and shall not seek employment or be employed elsewhere.

3.2 The Domestic Worker shall comply with reasonable instructions of the Employer in the performance of the household duties and/or assigned responsibilities towards children, young person, and person under his/her care.

3.3 The Domestic Worker shall perform diligently, faithfully, responsibly and sincerely all the household duties and/or assigned responsibilities towards children, young person, and persons under his/her care assigned by the Employer which shall not include commercial activities.

3.4 The Domestic Worker shall not use or take advantage of the Employer's possessions without the Employer's permission.

3.5 The Domestic Worker is expected at all times to observe proper attire and shall be courteous, polite and respectful to the Employer and family members of the Employer.

3.6 The Domestic Worker shall abide by the Malaysian laws, rules, regulations, national policies and directives and respect the Malaysian customs and traditions.

3.7 The Government of Malaysia reserves the right to revoke the Work Pass in the event that the Domestic Worker marries in Malaysia during the duration of employment.

3.8 Family members of the Domestic Worker or any other person shall not be allowed to stay with the Domestic Worker in the place of work/residence of the Domestic Worker without the consent of the Employer.

3.9 The Domestic Worker shall submit the passport to the Employer for the following purposes:

- (i) medical screenings;
- (ii) application of Visit Pass (Temporary Employment); and
- (iii) renewal of Visit Pass (Temporary Employment).

3.10 The passport shall be returned to the Domestic Worker upon completion of these purposes.

3.11 In the event that the Domestic Worker's passport is lost or damaged, the Domestic Worker shall bear all related expenses.

3.12 The Domestic Worker shall carry their passport at all times.

4. Duties and Responsibilities of the Employer

4.1 The Employer shall provide the Domestic Worker with a safe and secure accommodation with basic amenities.

4.2 The Employer shall provide the Domestic Worker reasonable and sufficient daily meals.

4.3 The Employer shall not require the Domestic Worker to work or to be engaged in any activities other than that prescribed in signed employment contract unless with the consent of the Domestic Worker.

4.4 The Employer shall provide the Domestic Worker with insurance under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance schemes as may be required for the Workers as imposed by the Government of Malaysia to cover medical treatment expenses and risk compensation.

4.5 In the event of death of the Domestic Worker, the funeral and the repatriation of the remains shall be arranged at the expense of the Employer as provided for under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia.

4.6 The Employer shall report to the nearest Labour Department, Social Security Organisation (SOCSO) Office, Cambodian Mission, MRA, and CRA in the event injury or death of the Domestic Worker.

4.7 The Employer shall at all times respect and pay due regard to the sensitivity of religious beliefs of the Domestic Workers including the right to perform prayers and to refuse to handle and consume non-Halal food.

4.8 The Employer shall allow the Domestic Worker to communicate with his/her family.

4.9 The Employer shall not keep the passport and/or personal documents of the Domestic Worker in his custody.

4.10 The Employer may keep the passport and/or personal documents of the Domestic Worker for the following purposes:

- (i) medical screenings;
- (ii) application of Visit Pass (Temporary Employment); and
- (iii) renewal of Visit Pass (Temporary Employment).

4.11 The passport shall be returned to the Domestic Worker upon completion of these purposes.

4.12 In the event that the Domestic Worker's passport is lost or damaged while in the custody of the Employer for the above- mentioned purposes, the Employer shall bear all related expenses.

4.13 The Employer shall ensure the Domestic Worker undergoes medical examination as follows:

- (i) within 30 days from the date of arrival of the Domestic Worker in Malaysia;
- (ii) once every year for the first 2 years of employment; and
- (iii) as required by the Government of Malaysia for the subsequent years of employment.

5. Payment of Wages

5.1 The Employer shall pay the Domestic Worker a monthly wage as agreed by the Employer and Domestic Worker, in the amount of RM (Ringgit Malaysia) in accordance with the market forces in Malaysia. The payment of the monthly wage shall be made through a bank account under the Domestic Worker's name.

5.2 The Employer shall pay the Domestic Workers the monthly wage regularly and not

later than the seventh day after the last day of each wage period.

5.3 No deduction of the wage of the Domestic Worker can be made unless allowed by the Malaysian laws.

6. Rest Day

The Domestic Worker shall be entitled to one (1) rest day every week and in the event the Domestic Worker waives the entitlement, the Domestic Worker shall be paid a certain amount of money to be calculated on pro-rate basis in lieu of the rest day or as agreed upon by the Employer and the Domestic Worker. In addition, the Employer shall provide the Domestic Worker with sufficient rest every day.

7. Termination of the Contract of Employment by the Employer

7.1 The Employer may terminate the service of the Domestic Worker without notice if the Domestic Worker commits any act of misconduct inconsistent with the fulfilment of the Domestic Worker's duties or if the Domestic Worker breaches any of the terms and conditions of this Contract of Employment.

7.2 For the purposes of this clause, misconduct includes the following:

- (i) working with another Employer;
- (ii) disobeying lawful and reasonable order of the Employer;
- (iii) neglecting the household duties and/or assigned responsibilities towards children, young persons, and persons under his/her care and habitually late for work;
- (iv) is found guilty of fraud and dishonesty;
- (v) is involved in illegal and unlawful activities;
- (vi) permitting outsiders to enter the Employer's premises or to use the Employer's possession without Employer's permission; and
- (vii) using the Employer's possessions without the Employer's permission.

Provided always that the Employer terminating this Contract of Employment under this clause shall provide proof of existence of such situation upon request of the Domestic Worker.

8. Termination of the Contract of Employment by the Domestic Worker

8.1 The Domestic Worker may terminate this Contract of Employment without notice if-

- (i) the Domestic Worker has reasonable grounds to fear for his or her life or is threatened by violence or disease;
- (ii) the Domestic Worker is subjected to abuse or ill-treatment by the Employer; or
- (iii) the Employer has failed to fulfil his obligation under paragraph 5 of this Contract of Employment.

8.2 Provided always that the Domestic Worker terminating this Contract of Employment under this clause shall provide proof of existence of such situation upon request of the

Employer.

9. General Provisions

9.1 The transportation cost from the Domestic Worker's original exit point in Cambodia to the place of work shall be borne by the Employer.

9.2 In the event the Domestic Worker absconds, his/her Visit Pass (Temporary Employment) shall be revoked and he/she shall not be allowed to enter Malaysia for employment purposes in accordance with and subject to the applicable Malaysian laws, rules, regulations, national policies and directives.

9.3 In the event that this Contract of Employment is terminated by the Employer on the ground that the Domestic Worker has committed proven misconduct, the Domestic Worker shall bear the costs of his/her repatriation.

9.4 The repatriation cost of the Domestic Worker from the place of work to the original exit point in Cambodia shall be borne by the Employer along with all outstanding wages in the following circumstances:

- (i) at the completion of Contract of Employment;
- (ii) termination of this Contract of Employment by the Employer;
- (iii) termination due to non-compliance of the terms and conditions of this Contract of Employment by the Employer; or
- (iv) on the death of the Domestic Worker.

9.5 The repatriation cost of the Domestic Worker shall be borne by the Domestic Worker in the event of:

9.6 Any dispute arising between the Employer and the Domestic Worker concerning the grounds for termination of this Contract of Employment pursuant to Paragraph 7 or 8 of this Contract of Employment shall be dealt with in accordance with the applicable laws in Malaysia.

9.7 For the purpose of this Contract of Employment, the terms "original exit point" shall mean Phnom Penh, in Cambodia.

10. Extension of the Contract of Employment

Notwithstanding the expiry of the duration of this Contract of Employment, the Employer and the Domestic Worker may agree that this Contract of Employment may be extended based on similar terms and conditions therein.

11. Time is of the Essence

Time whenever mentioned shall be of the essence of this Contract of Employment.

12. Governing Law

This Contract of Employment is governed by, and shall be construed in accordance with the laws of Malaysia.

13. Language of this Contract of Employment

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in English, Malay and Khmer languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

IN WITNESS WHEREOF, the Parties to this Contract have here unto affixed their signature on this _____ day of _____ 20 ____

Employer,

Domestic Worker,

Name
Date

Name
Date

Witnessed by,

Witnessed by,

Name
Date

Name
Date

Endorsed by,
The Embassy of Malaysia
in Phnom Penh

Endorsed by,
The Ministry of Labour and
Vocational Training, Cambodia

Name
Date

Name
Date

The Philippines

STANDARD EMPLOYMENT CONTRACT For Filipino Household Service Workers

This employment contract is executed and entered in by and between:

A. Employer: _____
Address: _____
Civil Status: _____ Contact Nos: _____
Passport No/IC No: _____ Date & Place of Issue: _____

and the

B. Household Service Worker: _____
Philippine Address: _____
Civil Status: _____ Contact Nos: _____
Passport No.: _____ Date & Place of Issue: _____

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment: _____
2. Contract Duration: TWO (2) years commencing from the household service worker's departure from the point of origin to the site of employment.
3. Basic monthly salary: _____
4. Work Hours: The household service worker shall be provided with continuous rest of at least 8 hours per day.
5. Rest day: At least one (1) rest day per week.
6. Free transportation to the site of employment and back to the point of origin upon expiration of contract or when contract of employment is terminated through no fault of the household service worker and/or due to force majeure. In case of contract renewal, free round-trip economy class air ticket shall be provided by the employer.
7. The Employer shall furnish the household service worker, free of charge, separate, suitable and sanitary living quarters as well as adequate food or food allowance.
8. Free emergency medical and dental services for the household service worker including facilities and medicine.
9. Vacation leave with full pay of not less than 15 calendar days for every year of service to be availed of upon completion of the contract.
10. The employer shall provide the household service worker with personal life accident, medical and repatriation insurance with a reputable insurance company in the host country.
11. In the event of death of the household service worker during the term of this contract, his/her remains and personal belongings shall be repatriated to the Philippines at the expense of the Employer. In case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the household service worker's

next of kin or by the Philippine Embassy.

12. The employer shall assist the household service worker in remitting a percentage of his/her salary through proper banking channels.

13. Termination:

(a) Termination by Employer: The employer may terminate the household service worker's contract of employment for any of the following just causes: serious misconduct or willful disobedience by the household service worker of the lawful orders of the employer or immediate household members in connection with his/her work; gross habitual neglect by the household service worker of her duties; violation of the laws of the most country. The household worker shall shoulder the repatriation expenses.

(b) Termination by household service worker: 1) Termination without just cause: the household service worker may terminate the contract without just cause by serving a written notice on the employer at least one month in advance. Without such notice, the worker shall shoulder her/his return transportation. 2) Termination for a just cause: the worker may also terminate the contract without serving any notice on the employer for any of the following just causes: when the worker is maltreated by the Employer or any member of his household: when the employer violates the terms and conditions of this contract; when the employer commits any of the following acts — deliberate nonpayment of salary, physical molestation and physical assault. The Employer shall pay for the repatriation expenses.

(c) Termination due to illness. Either party may terminate the contract on the grounds of illness, disease or injury suffered by the worker, where the latter's continued employment is prohibited by law or is prejudicial to his/her health as well as to the health of the employer and his household. The repatriation expenses shall be shouldered by the employer.

14. Settlement of Disputes. In case of dispute between the household service worker and the employer, the matter must be referred by either party to the Philippine Embassy who shall endeavor to settle the issue amicably to the best interest of both parties, as appropriate. If the dispute remains unresolved, the Embassy official shall refer the matter to the appropriate Labor authorities of the host country for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

15. Special Provisions:

(a) The employer shall treat the household service worker in a just and humane manner. In no case shall physical violence be used upon the household service worker.

(b) The household service worker 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.

(c) The employer shall not deduct any amount from the regular salary or the

household service worker other than compulsory contributions prescribed by law. Such legal deductions must be issued a corresponding receipt.

- (d) The employer shall pay for the household service worker's work/residence permit and exit/re-entry visa.
 - (e) It shall be unlawful for the Employer to hold or withhold the Helper's passport with or without his/her consent.
 - (f) The work/residence permit of the household service worker shall remain in her possession.
16. No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippine Embassy or POEA.
17. In the event of war, civil disturbance or major natural calamity, the employer shall repatriate the worker at no cost to the worker.
18. Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines or the host country, any applicable provisions on labor and employment of the host country are hereby incorporated as part of this contract.

In witness thereof, we hereby sign this contract this ___ day of _____ 20___ at _____.

Employer

Household Service Worker

**UNDERTAKING OF EMPLOYER FOR THE EMPLOYMENT
OF A HOUSEHOLD SERVICE WORKER (HSW)**

I, _____, with residence and postal address at _____ in (Name of Employer) (Address of Employer) connection with the employment of Filipino household service worker (HSW) do hereby undertake the following:

1. That I will shoulder all expenses to be incurred in hiring Name of HSW including recruitment agency fees, if applicable;
2. That I shall not allow the deduction of any amount from the monthly salary/wages of above named HSW as placement fee or refund of expenses and agency fees;
3. That upon the arrival of the HSW, I will allow/permit her to attend the Post-Arrival Orientation Seminar (PAOS) being conducted by the Philippine Embassy for newly-arrived workers;
4. That the HSW shall be permitted to communicate with the embassy when needed and have custody of her passport/travel documents at all times.
5. That I shall provide the HSW with separate sleeping quarters and given a rest period of at least eight (8) continuous hours daily;
6. That the HSW shall be given a weekly rest day as provided in the employment contract and as required under MOM regulations;
7. That the HSW shall be made to work in my residence only and shall be treated humanely by me and other persons staying at my house;
8. That the HSW shall be allowed to freely communicate with her family in the Philippines at reasonable time of the day or night;
9. That I shall not make the HSW extend her contract or transfer to another employer without informing the embassy and shall present the person of the HSW to the embassy when so required;
10. That I shall first notify the Philippine Embassy and/or the Employment Agency of my intention to cancel the work permit of my HSW;
11. That I shall notify the Philippine Embassy and/or the _____ Employment Agency of any significant developments about the condition and employment of the HSW including her repatriation;
12. That I shall explain to the members of my household the foregoing undertaking and ensure that the undertakings are observed by them; and
13. That I shall assist the HSW in availing of benefits provided under the laws of _____.

It is my understanding that if any or all of the above undertakings are violated or not complied with, I will be blacklisted and banned from hiring household service workers from the Philippines.

Date

Signature of Employer

Singapore

Samples of In-Principal Approval (IPA) Letters | Employer's Copy:

In-Principle Approval - 1 [REDACTED] | 11 Oct 2022

EMPLOYER'S COPY



SB Transmission Ref No.: [REDACTED]

[REDACTED]
[REDACTED]
SINGAPORE [REDACTED]
[REDACTED]

18 Oct 2022

Your application for a helper is approved

Please confirm the employment details on the next page
If you have any changes, go to www.mom.gov.sg > Work Permit for migrant domestic worker > Notify MOM. We will tell you if you need to reapply.

Dear [REDACTED]

We are pleased to inform you that [REDACTED] Work Permit application has been approved. Please ask for your helper's Work Permit card to be issued by 01 Nov 2022.

This letter lists the employment details for you to confirm and the next steps you need to take so that a Work Permit can be issued. Your helper can only start work with you after she has attended the Settling-In-Programme (SIP) and while you finish the process for getting her Work Permit.

The steps on the next page need to be completed before this in-principle approval expires on 01 Nov 2022. Otherwise, this approval will be withdrawn and she has to be sent home.

Yours sincerely

[REDACTED Signature]

Penny Han (Mrs)
Controller of Work Passes

⚠ IMPORTANT

- You must comply with the Employment of Foreign Manpower Act and Conditions and Regulatory conditions of Work Permit. Otherwise, we can cancel this approval, prosecute you and withdraw your permission to employ Work Permit holders. You can read the rules at www.mom.gov.sg.
- You must inform and ensure your helper is fully vaccinated, based on the COVID-19 vaccination requirements stated in our website at <https://www.mom.gov.sg/vac-reqmts>, in accordance with the following where applicable - the prevailing guidelines of the Singapore Ministry of Health and Ministry of Manpower, or the Employment of Foreign Manpower (Work Passes) Regulations 2012. If you fail to do so, we may take action against you, including cancelling this approval.

In-Principle Approval - 1 S [REDACTED] | 11 Oct 2022

EMPLOYER'S COPY



What you need to do before your helper can get her Work Permit card

Check the employment details

YOUR HELPER [REDACTED]	DATE OF BIRTH [REDACTED]	NATIONALITY/CITIZENSHIP [REDACTED]
PASSPORT NO. [REDACTED]	WORK PERMIT NO. [REDACTED]	FIN [REDACTED]
DATE OF APPLICATION 11 Oct 2022	OCCUPATION Foreign Domestic Worker	BASIC MONTHLY SALARY* [REDACTED]
YOUR NAME [REDACTED]	MONTHLY LEVY RATE [REDACTED]	NUMBER OF REST DAYS PER MONTH* 4
AMOUNT YOU WILL PAY FOR EACH REST DAY HELPER AGREES TO FOREGO (monthly salary / 28 days) [REDACTED]	SINGAPORE EMPLOYMENT AGENCY (EA) -	FEES PAYABLE (BY HELPER) TO SINGAPORE EA BASED ON A 2-YEAR WORK CONTRACT \$0.00
SB TRANSMISSION REF NO. [REDACTED]		

* You and your helper may mutually agree in writing to change her rest days and monthly salary. You must inform MOM of any changes.

Give her the helper's copy of this In-Principle Approval letter.

Give her a copy of her employment contract.

This contract must state her salary and any terms, such as rest days and compensation-in-lieu of rest day.

Buy personal accident insurance of at least \$60,000 coverage and medical insurance (hospital care and day surgery) of at least \$15,000 coverage per year for her.

Make a compulsory GIRO Application for levy payment.

You need to pay your monthly levy by GIRO. If not, it might affect the renewal of your helper's Work Permit or any new Work Permit application. Download the GIRO application form at www.mom.gov.sg/apply-ldw-levy-giro.

Make sure that your helper has the right qualifications

She may need to show MOM her education certificates that prove any education declared in her application.

In-Principle Approval - 1 [REDACTED] 11 Oct 2022

EMPLOYER'S COPY



By 01 Nov 2022

Make sure your helper has a medical check done by a Singapore-registered doctor.

Log in to "Work Permit transactions for domestic helpers and confinement nannies" to get her Work Permit card issued.

For more information, go to www.mom.gov.sg > Work passes > Work Permit for migrant domestic worker > Key facts > Get the Work Permit issued.

When your request is successful, please print her Temporary Work Permit.

Make an appointment for your helper to go to the MOM Services Centre – Hall C for card registration. She will need to bring along her Temporary Work Permit, original passport and appointment letter.

Once all these steps are completed, the Work Permit card will be delivered to you.

Make sure that she attends the Settling-In Programme (SIP) and shows the test centre her education certificates (you can find your nearest test centre at www.mom.gov.sg).

After she gets her card

Your helper must carry the Work Permit card with her at all times.
If she asks you to look after her passport, you can. But you must give it back to her as soon as she asks for it.

△ IMPORTANT

- These steps need to be completed or MOM's approval will be withdrawn and you will need to send your helper home.
- You are required to give your helper a weekly rest day or pay in lieu of it. You cannot force your helper to work if she would prefer a rest day.

Employee's copy:

In-Principle Approval – FDW - [REDACTED] | 26 Jan 2022

EMPLOYEE'S COPY



[REDACTED]
[REDACTED]
SINGAPORE [REDACTED]
[REDACTED]



IPA No.: [REDACTED]
SB Transmission Ref No.: [REDACTED]

18 Oct 2022

Your Work Permit application has been approved

What happens next?

Please follow the steps in the next few pages to get your Work Permit.

Dear [REDACTED],

Your application for a Work Permit has been approved in-principle. This letter tells you what to do next.

You can use this letter:

- As a visa to enter Singapore (you will need to show the whole letter to the Singapore Immigration).
- To start work as a Foreign Domestic Worker for [REDACTED] as soon as you complete the Settling-In Programme.

You must enter Singapore by 24 Dec 2022. Otherwise, this approval will expire.

Yours sincerely

Penny Han (Mrs)
Controller of Work Passes

⚠ IMPORTANT

You must be fully vaccinated, based on the COVID-19 vaccination requirements stated in our website at <https://www.mom.gov.sg/vac-reqmts>, in accordance with the following where applicable - the prevailing guidelines of the Singapore Ministry of Health and Ministry of Manpower, or the Employment of Foreign Manpower (Work Passes) Regulations 2012. If you fail to do so, we may take action against you, including cancelling this approval.



Before you leave home

1. Check your details

Make sure the employment details in this letter are correct.

If you find a problem, please contact your employer or employment agent straight away.

YOUR NAME [REDACTED]	DATE OF BIRTH [REDACTED]	NATIONALITY/CITIZENSHIP [REDACTED]
PASSPORT NO [REDACTED]	FIN [REDACTED]	WORK PERMIT NO [REDACTED]
DATE OF APPLICATION 26 Jan 2022	OCCUPATION Foreign Domestic Worker	BASIC MONTHLY SALARY* [REDACTED]
YOUR EMPLOYER [REDACTED]	SINGAPORE EMPLOYMENT AGENCY (EA) SERVICES PTE LTD	SALARY YOU WILL GET FOR EACH REST DAY WORKED (monthly salary / 26 days) [REDACTED]
AGENCY FEE TO BE PAID TO SINGAPORE EA BASED ON 2-YEAR WORK CONTRACT (exclude fees for overseas expenses) [REDACTED]	NUMBER OF REST DAYS PER MONTH* 4	

* You and your employer may mutually agree in writing to change your rest day and monthly salary. Your employer must inform MOM of any changes.

2. Make sure this In-Principle Approval is still valid

Go to www.mom.gov.sg > search for "validity check" > click on Work Permit Validity Check via Work Permit Online (Non-login)

Enter your Work Permit number and Date of Application. If you cannot go online, call us at +65 6438 5122.

After you arrive

Within 3 days

Your employer must complete the following task:

- Ensure that you complete the Settling-In Programme (SIP)

After this, you can start work.

Within 14 days

Your employer will need to:

- Send you for a medical check-up if required.
- Ask for your Work Permit card to be issued and delivered.

⚠ IMPORTANT

These steps need to be completed or MOM's approval will be withdrawn and you will need to return home.

In-Principle Approval – FDW - [REDACTED] | 26 Jan 2022

EMPLOYEE'S COPY



Protect yourself – know your rights and responsibilities

Your employer or agent should give you a copy of your contract before you leave for Singapore.
Your contract must state your salary and any terms, such as rest days and compensation-in-lieu of rest day.

If you use an agent in your home country, please confirm your fees and arrangements before you leave home.
The Singapore Government is unable to help you with any disputes between you and your home country's agent.

Your Singapore EA cannot charge you more than one month's salary for each year of your contract or Work Permit, whichever is shorter, up to a maximum of two months' salary.

If your employer ends your contract within the first six months, your Singapore EA must refund you at least half of the fees.
Your Singapore EA must give you a receipt for the service fees you pay.

You can only work in Singapore as a Foreign Domestic Worker for [REDACTED].
Your employer should not deploy you to work for someone else or to do non-domestic work.

You should carry your Work Permit card. Your employer must not hold your passport without your permission.

It is against the law for your employer to make you pay:

- The \$5,000 Security Bond
- Fees for the Work Permit application, renewal or cancellation
- The Foreign Worker Levy
- Fees for personal accident insurance, medical insurance, medical checks or training courses
- The cost of your journey home

You must not break Singapore's laws, e.g. Conditions of the Work Permit. If you do, we may cancel your Work Permit, prosecute you and send you home.

You can read the rules at www.mom.gov.sg/legislation/work-passes

Your employer must ensure your safety, health and well-being, including:

- Adequate rest daily
- Weekly rest day or pay for each rest day worked
- Sufficient food
- Appropriate place to sleep
- Safety at work
- Medical care

▲ IMPORTANT

- If you are found to be under 23 years old or have less than eight years of education, you will have to return home and may be banned from working here in future.
- If you encounter any employment issues, please call the FDW hotline at 1800 339 5505.

Thailand

Employment Contract Form of the Kingdom of Thailand provided in the Lao PDR national report in English language for migrant workers

สัญญาจ้างแรงงาน

This agreement is made on _____ at _____
between _____
Address _____
(hereinafter referred to as the “ Employer” and _____

Both parties agree on the followings:

1. Job assignment and Wages

The Employer hereby engages the Employee and the Employee agrees to work for the Employer in the capacity of _____ at the rate of _____ per/hour/day/month. The wage shall be paid on _____ day of the month.

2. Duration of Contract and worksite

The duration of the contract is for _____ month/year(s) starting the day of arrival of the Employer in Thailand and the worksite is at _____. The extension of the contract shall be mutually agreed upon between the Employer and the Employee.

3. Working Hours

The working hours shall not exceed _____ hours a day, _____ days per week.

4. Holiday and Leave

4.1 The Employer shall arrange for the Employee ____ day(s) off weekly with regular pay.

4.2 The Employer shall arrange for the Employee ____ day(s) off per year on Thai official holidays with regular pay.

4.3. Annual leave of ____ days shall be allowed by the Employer for the Employee when completed one year employment with regular pay.

5. Overtime

5.1 If the Employee works more than the usual hours on the regular working day, the Employee shall be paid extra for overtime by the Employer at the rate of _____.

5.2 If the Employee works on holidays, the Employee shall be paid extra for overtime by the Employer at the rate of _____ per hour/day.

6. Food

The Employer shall provide to the Employee three meals a day of working day and the food expenses depend on the agreement of the Employer and the Employee.

7. Accommodation

The Employer shall provide the Employee safe and hygienic accommodation and the accommodation expenses depend on the agreement of the Employer and the Employee.

8. Medical Treatment

In the event of the Employee's illness or accident caused by work during the period of the contract, the Employer shall both provide all necessary medicament treatment free of charge to the Employee, and in the meantime pay regular wage and compensation on terms not less stipulated in the Law.

In the event of death of the Employee, all expenses of managing the body will be under responsibility of the Employer.

9. Travel and Transportation

The Employer shall pay for the cost of Employee's travelling to Thailand as well as pay for arrangement for the transportation to his assigned housing. The Employer shall also pay for the cost of the return travelling of the Employee to his country after he finishes his working contract, except that the Employee is at fault or terminates the contract.

10. Obligations

10.1. The Employee shall abide by the rules and regulations of the Employer's company stipulated in conformity with the law, and shall respect the Thai traditions and customs.

10.2 The Employee shall work only for the Employer's company.

10.3 The Employee shall not engage in any unlawful activities such as protest or demonstration.

11. Termination of the Contract

11.1 In case the Employer terminates the contract, the Employers shall give one month notice to the Employee, or pay one month wage in lieu of giving notice, or otherwise act in conformity with the Thai labour law. The Employer shall thereby pay for the cost of the return travel of the Employee to his country.

11.2 Other conditions not mentioned in this contract shall be in accordance with the stipulations of the law.

11.3 In case the Employer fails to implement any of the conditions agreed in this contract, in full or in part the Employer shall be responsible for all the losses incurred to the Employee.

Done in Duplicate, one in both Thai, English and Lao each being equally authentic, each party holding one copy.

In witness whereof, the undersigned , having fully understood the contents of the contract Stated here-in, have signed this agreement.

Signature _____ Employer
(_____)

Signature _____ Employee
(_____)

Signature _____ witness
(_____)

Signature _____ witness
(_____)

Viet Nam

Sample employment contract in Arabi Saudi

EMPLOYMENT CONTRACT

(Housemaid /Driver) (GVGD/ Lái xe)

Done thisday of year

The working contract has been completed between:

Bản hợp đồng này được thành lập vào ngày/...../..... giữa hai bên:

1. Name of Employer:

Nationality:, Saudi Arabia

Tel:

Address:

As refer to the First Party

Tên chủ sử dụng lao động:

Quốc tịch: Ả rập xê út

Số điện thoại:

Địa chỉ:

Sau đây được gọi là Bên thứ nhất

2. Name of the worker: Passport No:

Nationality: VIET NAM

Permanent address:

As refer to the Second Party

Tên người lao động: Số hộ chiếu:

Hộ khẩu thường trú:

Quốc tịch: Việt Nam

Sau đây được gọi là Bên thứ

The Agreement has completed between the two parties on the working contract in the following terms and conditions hereof:

Hai bên đã thỏa thuận ký hợp đồng này với các điều khoản và điều kiện sau:

Article No.1 /Điều 1 Age, Profession and Basic Minimum Salary / Độ tuổi, công việc và mức lương:

(a) Age: From 21 to 47 years old; have medical checked by pointed hospital.

Từ 21 đến 47, đủ điều kiện sức khỏe đi làm việc ở nước ngoài.

(b) The Second Party will work with the First Party in K.S.A as Housemaid:

Người lao động sẽ làm việc cho chủ sử dụng lao động tại Vương quốc Ả rập xê út với ngành nghề là: Giúp việc gia đình.

(c) Minimum basic salary: 1300 SR/ 26 days. The housemaid has 1 day off per week

on Friday and if she is required to work on Friday, the sponsor will pay extra money as following:

+ Overtime pay: 50 SR/1 Friday; 4 Fridays = 200 SR,

Total salary: 1500 SR/ month/ 30 days.

+ Salary will be paid direct to housemaid at the end of every month.

Mức lương tối thiểu hàng tháng là 1300 SR / 26 ngày. Người lao động được nghỉ 01 ngày/ tuần vào mỗi thứ 6. Nếu người lao động làm việc vào ngày này sẽ được chủ sử dụng chi trả tiền làm thêm giờ, mức chi trả như sau:

+ Làm thêm giờ: 50 SR/ 1 ngày thứ 6, 200 SR/ 4 ngày thứ 6/ tháng

Tổng lương của người lao động: 1500 SR/ tháng/ 30 ngày.

+ Người lao động nhận lương vào cuối mỗi tháng.

(d) Food: provided free 3 meals per day by Employer (First Party).

Ăn: Được Chủ sử dụng cung cấp miễn phí 3 bữa/ ngày.

(e) Accommodation: provided free with private room by the Employer (First Party)

Chỗ ở: Được chủ sử dụng cung cấp chỗ ở đảm bảo riêng tư miễn phí.

(f) The First Party must provide free telephone and allow the Second Party to communicate with his/her family in Viet Nam or Supplying Company or Vietnamese Embassy in KSA/ Consular Section in KSA.

Chủ sử dụng phải cung cấp miễn phí cho người giúp việc điện thoại để thông tin cho gia đình tại Việt Nam hoặc Công ty cung ứng lao động hoặc Đại sứ quán Việt Nam/ Phòng lãnh sự tại Ả rập Xê út.

(g) Contract duration: 02 years (extendable)

Hợp đồng lao động có thời hạn 2 năm (có thể gia hạn thêm)

(h) The Second Party only work for home of Sponsor directly and with address stated in block visa or Local authority.

Người lao động chỉ làm việc tại hộ gia đình trực tiếp của chủ sử dụng theo địa chỉ đã đăng ký với cơ quan chức năng.

(i) It is not permitted to the First Party to assign the Second Party to a job, which is not written in the working contract.

Chủ sử dụng lao động không được phép yêu cầu người lao động làm những việc không được quy định trong bản hợp đồng này.

Article No. 2/ Điều 2 Dispatching to Kingdom of Saudi Arabia/ Phái cử lao động sang Ả rập xê út:

(a) As following the schedule of departure, The First Party shall pick the Second Party at the Airport upon his/her arrival and accompany him/her upon him/her departure.

Theo lịch xuất cảnh, Chủ sử dụng lao động sẽ đón lao động tại sân bay khi nhập cảnh và đưa người lao động ra sân bay khi lao động trở về nước.

(b) The First Party must inform to Viet Nam Manpower Supply Company about the status of of workers (Second Party) while they arrive at the airport. Let the workers telephone to his/her family as soon as they are picked.

Chủ sử dụng lao động (Bên thứ nhất) phải thông báo cho Công ty phái cử biết

tình trạng lao động khi nhập cảnh và cho phép người lao động (Bên thứ 2) gọi điện thoại thông báo về gia đình. với ngành nghề là: Giúp việc gia đình.

Article No.3/ Điều 3 Working hours/ day ; Giờ làm việc/ ngày.

The working hours is not more than 12 hours per day. And the First Party must provide the Second Party rest time not less than 09 hours continuous at night for sleeping.

Thời gian làm việc không quá 12 tiếng/ ngày. Chủ sử dụng lao động phải cho lao động nghỉ 9 giờ liên tục/ngày vào ban đêm.

Article No.4/ Điều 4 Processing visa fee and air ticket/ Chi phí xin visa và vé máy bay:

The First Party must pay for visa processing fee in Viet Nam, training fee, joining ticket and return ticket when finishing the employment contract.

Chủ sử dụng lao động chịu trách nhiệm chi trả chi phí làm visa tại Việt Nam, chi phí đào tạo, vé máy bay lượt đi và lượt về khi hoàn thành hợp đồng lao động.

Article No.5/ Điều 5 Medical Treatment and Insurance

- (a) The worker has the responsibility to participate and be eligible free of charge for health insurance as medical treatment; health check; accident insurance according to the labour law of host country for foreign workers.

Người lao động có trách nhiệm tham gia và được hưởng các chế độ bảo hiểm miễn phí: Bảo hiểm y tế - khám chữa bệnh, tai nạn miễn phí theo quy định của luật lao động của nước tiếp nhận.

- (b) The First Party must pay fee for health care and medical expenses free to Second Party if he/she felt any form of illness. Also the First Party must promise not to force the Second Party to work beyond his/her capacity until fully recovered.

Chủ sử dụng lao động chi trả phí chăm sóc y tế và chi phí thuốc men cho lao động miễn phí khi người lao động bị ốm đau trong quá trình thực hiện hợp đồng. Không được có hành động ép buộc người lao động làm việc cho đến khi phục hồi.

- (c) The First Party must pay the salary of the Second Party during his/her sick leave mentioned in (Article No.5a; 5b)

Chủ sử dụng lao động vẫn phải trả lương cho lao động khi lao động nghỉ do bị ốm.

- (d) In case the Second Party need to be operated; The First Party must inform the Saudi Domestic Recruitment Office/ Viet Nam supply Office/ Representative office in KSA to inform the family of the Second Party if he/she ever has surgical operation.

Chủ sử dụng lao động phải thông báo cho Công ty Môi giới Ả rập xê út/ Công ty phái cử tại Việt Nam/ Văn phòng đại diện tại Ả rập xê út để Công ty thông báo về cho gia đình lao động nếu lao động phải phẫu thuật.

Article No.6/ Điều 6 Termination of Contract before duration/ Chấm dứt hợp đồng trước thời hạn.

- (a) Where the worker terminates the employment contract ahead of schedule and

without fault of the worker, the Employer (party A) shall compensate the worker by agreement witnessed by [REDACTED] Representative Office and [REDACTED]

Trong trường hợp chấm dứt hợp đồng lao động trước hạn mà lý do không phải từ phía người giúp việc gia đình (bên thứ 2) thì Chủ sử dụng (Bên thứ nhất) sẽ phải thanh toán đầy đủ tiền lương số ngày đã làm cho người lao động dưới sự chứng kiến của Văn phòng đại diện [REDACTED] tại Ả rập xê út và Văn phòng môi giới [REDACTED]

Where the worker terminates employment contract and to return home before finishing contract due to mistakes caused by housemaid (second Party), she has to pay compensation liability of employer (first Party) two(02) months salary except the reasons of accident, critical sick with hospital documents... and bear the cost of transportation to return home.

Trong trường hợp chấm dứt hợp đồng trước hạn mà lý do từ phía người giúp việc gia đình thì người lao động (bên thứ 2) phải trả cho Chủ sử dụng lao động (bên thứ nhất) một khoản tiền tương đương 02 tháng lương trước khi về nước trừ phi người lao động có lý do chính đáng (bị tai nạn, bệnh tật có bệnh án ...) và chịu chi phí vé máy bay về nước.

The Second Party must not pay any fee for return home. Incase, if the housemaid can not pay the money for the First Party, the Supplying company shall pay advance the compensate for return housemaid back home.

Người lao động không phải trả thêm bất kỳ khoản phí nào để về nước. Trường hợp chưa có tiền bồi thường hợp đồng cho chủ sử dụng thì doanh nghiệp phải cử có trách nhiệm ứng trước chi phí bồi thường cho chủ sử dụng để đưa lao động về nước trước.

Article No.7/ Điều 7 Applicable law and dispute resolution/Giải quyết tranh chấp.

(a) Any dispute arising on the basis of this contract shall be settled first by negotiations between the two parties on the principles of equality, mutual benefit, in accordance with the laws of the two countries and international practices.

Mọi tranh chấp phát sinh trên cơ sở Hợp đồng này sẽ được giải quyết trước hết bằng thương lượng giữa hai Bên theo nguyên tắc bình đẳng, cùng có lợi, phù hợp với pháp luật của hai nước và thông lệ quốc tế.

(b) Where the dispute cannot be settled through negotiation shall be made to resolve by law of both countries;

Trường hợp tranh chấp không giải quyết được thông qua thương lượng thì sẽ đưa ra để giải quyết theo quy định của pháp luật hai nước;

Article No.8/ Điều 8

The contract has completed between two Parties with their signature without any interfere of forced from any Party provided in Arabic and English language to the knowledge of both Parties. The [REDACTED] and [REDACTED] will receive the contract copies coincide

to the original.

Bản hợp đồng này được thành lập, ký bởi hai bên mà không có bất cứ sự can thiệp nào của bên nào khác. Hai bên phải nắm rõ nội dung tiếng Ả rập và tiếng Anh. Công ty Môi giới Ả rập xê út và [REDACTED] nhận được bản sao giống nội dung của bản chính.

First Party/ Employer
(Chủ sử dụng lao động)

Second Party/Worker
(Người lao động)

[REDACTED]

(Sign and Stamp)

[REDACTED]

(Sign and Stamp)



Ministry Of
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