



Philippine Embassy
PHILIPPINE OVERSEAS LABOR OFFICE
Baabda, Lebanon

**DOCUMENTARY REQUIREMENTS FOR THE VERIFICATION OF EMPLOYMENT
DOCUMENTS TO BE SUBMITTED TO THE PHILIPPINE OVERSEAS LABOR OFFICE**

BALIK MANGGAGAWA - HOUSEHOLD WORKERS

Amount of Verification Fee to be paid to POLO - \$10.00

(Email the scanned copies of the documents thru pololebanonbm@gmail.com for pre evaluation)

- a. Completely filled – up Balik Manggagawa Information Sheet;
- b. Employment contract should be signed on all pages by the employer and the worker and be notarized and Apostilled stamp by the Governor's office;
- c. Certificate of employment with salary;
- d. Undertaking of the employer;
- e. Contingency Plan;
- f. Copy of worker's passport, valid at least six (6) months from the date of intended departure;
- g. Copy of worker's previous and valid/existing work permits;
- h. Copy of employer's passport or ID with signature; and
- i. Copy of the employer's airway bill shipment receipt for the documents to be sent back to Turkey

STANDARD EMPLOYMENT CONTRACT

For Domestic Workers (BM)

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

- A. Employer : _____
Nationality: _____
Occupation: _____
Residential Address : _____
Office Address: _____
Civil Status : _____
Contact No.: _____
Passport No.: _____
Date/Place of Issue: _____
National I.D. No.: _____
- B. Domestic Worker: _____
Philippine Address : _____
Civil Status : _____
Contact No. : _____
Passport No.: _____
Date/Place of Issue : _____
Name of Next of Kin and Contact No. : _____

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment in Turkey: _____
2. Contract Duration: Two (2) years commencing from the domestic worker's departure from the point of origin to the site of employment.
3. Basic monthly salary: US\$ _____ Minimum is US\$800 per month.
4. Work Hours: The domestic worker's working hours shall not exceed ten (10) hours daily excluding food and rest breaks. Continuous working hours shall not exceed 5 hours followed by 1 hour rest. The employer shall allow the worker to have continuous rest for at least twelve (12) hours per day.
5. Rest day: At least one (1) rest day (24 hours) per week on a day that the domestic worker and the employer will agree upon. In case the employer requires the domestic worker to work on the determined day off, he shall compensate the same with a day off on a future date that the employer and domestic worker will decide.
6. Transportation: The employer shall provide free transportation to the domestic worker from the site of employment and back to the point of origin when the contract is completed or when contract of employment is terminated through no fault of the domestic worker or due to force majeure.

In case of contract renewal, the employer shall provide a free round trip economy class air ticket to the domestic worker.

7. The domestic worker shall have the following duties and responsibilities under this contract:
 - a:
 - b:
 - c:
 - d:
 - e:

8. The domestic worker agrees to do the following:
 - a. To perform his or her work diligently and faithfully;
 - b. To respect the privacy of the home and to take care of the owner's belongings and contents of the house;
 - c. To maintain the privacy and confidentiality of any secrets of the family that he or she becomes aware of; and
 - d. To respect and comply with all the laws and regulations of Turkey;

9. The employer shall provide to the domestic worker, free of charge, a separate, suitable and sanitary living quarters as well as adequate food or food allowance as defined by relevant Turkish laws.

10. The employer shall provide free emergency medical and dental services to the domestic worker including facilities and medicine.

11. The employer shall provide a personal life, accident, medical and repatriation insurance to the domestic worker from the government insurance company of Turkey (SGK).

12. The employer shall provide the domestic worker vacation leave with full pay of not less than 14 calendar days for every year of service to be availed of upon completion of at least one year portion of the contract.

13. The employer shall open a bank account in the name of the domestic worker where all of his or her salaries and benefits will be deposited and recorded. The monthly salary shall be given within not more than 7 days from its due date.

The passbook or ATM card shall be given to the domestic worker and shall remain in his or her custody.

14. The employer shall assist the domestic worker in remitting a percentage of his or her salary through proper banking channels.

15. The employer shall allow the domestic worker freedom of worship, taking into consideration the law, customs, traditions, and public morals of Turkey.

16. The employer shall not bring the domestic worker when he or she travels abroad without the latter's consent and without notification of the Philippine Embassy or Consulate.

17. The employer shall allow the domestic worker to leave Turkey in the event of war, major civil disturbance or natural calamity even before the contract is finished.

18. The employer shall ensure the implementation of the provisions of this contract until it is concluded or the worker is repatriated.

19. Special Provisions:
 - a. The employer shall treat the domestic worker in a just, respectful and humane manner. Physical violence, verbal or sexual abuse of the household service worker shall not be tolerated.

 - b. The domestic worker shall work solely for the employer in his household. No other party aside from the employer and his or her family members shall order or give instructions to the domestic worker.

The employer shall not cause the domestic 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 domestic worker's salary other than compulsory contributions prescribed by law. Such legal deduction must be issued with a corresponding receipt.

d. The employer shall pay for the domestic worker's work permit, exit re-entry visa, and all similar costs for the worker to be able to work legally in Turkey and shall not seek reimbursement from the household service worker at any time.

e. The employer shall not hold or withhold the domestic worker's passport, work permit or other private documents with or without his or her consent.

f. The domestic worker's passport and work permit shall remain in his or her possession at all the times.

g. The domestic worker is entitled to own a phone or other communication device and use it after working hours, provided that he or she keeps the secrets and privacy of the household and use it in a manner consistent with public morals.

20. In the event of death of the domestic worker during the term of this contract, his or 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 (buried, cremated or in accordance with the person's religious requirements) upon prior approval of the domestic worker's next of kin or by the Philippine Embassy.

21. Termination:

a. Either party may terminate this contract by giving one month's notice in writing or in lieu of notice, payment of one month wage immediately upon departure of the domestic worker. In the event of termination of this contract, the employer and the domestic worker shall notify the Philippine Embassy and the Ministry of Labor and Social Security in writing within three days of the date of termination. A copy of the other party's written acknowledgement of the termination shall also be forwarded to the Philippine Embassy and the Ministry of Labor and Security.

b. Termination due to illness: Either party may also terminate the contract on the grounds illness, disease or injury suffered by the domestic worker where the latter's continued employment is prohibited by law or is prejudicial to his or her health as well as to the health of employer and his or her household. The employer shall shoulder the repatriation expenses.

c. Termination by Employer: The employer may terminate the domestic worker's contract of employment for any of the following just causes:

c.1 Serious misconduct;

c.2 The domestic worker's wilful disobedience of the employer's lawful orders;

c.3 The domestic worker's neglect of her duties and responsibilities; and

c.4 The domestic worker's duly documented and validated violation of the laws and regulations of Turkey.

The domestic worker shall shoulder the repatriation expenses if the ground for the termination is under this provision.

d. Termination by the Domestic Worker:

d.1 **Termination without cause**-The domestic worker may terminate the contract without cause by serving a written notice to the employer at least one month in advance. Without the notice, the worker shall shoulder his or her return transportation.

d.2 **Termination for a just cause** – the worker may also terminate the contract without serving any notice to the employer for any of the following:

d.2.1 If the employer or any member of his or her family maltreats, molests, assaults or harass the domestic worker;

d.2.2 If the employer violates any of the terms and conditions of this contract;

d.2.3 If the employer does not pay the domestic worker's salary for 3 months or makes unauthorized salary deductions; or

d.2.4 If the employer makes the domestic worker perform tasks that are totally different from what he or she was recruited.

The employer shall pay for the repatriation expenses as well as any compensation due to the domestic worker.

22. Settlement of disputes: Dispute between the domestic worker and the employer shall be referred by either party to the Philippine Embassy which shall endeavour to settle the issue amicably to the best interest of both parties. If the dispute cannot be resolved amicably, the embassy official shall refer the matter to the appropriate government authorities of Turkey for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

23. In the event of war, civil disturbance or major natural calamity, the employer shall repatriate the worker to the Philippines at no cost to the worker.

24. Other terms and conditions of employment shall be governed by the pertinent laws of the Philippines and the host country. Any applicable provision on labor and employment of the host country are hereby incorporated as part of this contract.

25. The employer and the domestic worker are required to attend together, the Post-Arrival Orientation Seminar (PAOS) that is to be conducted by the Philippine Embassy at least once in every two-year contract period. Failure to do so shall be a ground for the non-renewal of the contract and non-authentication of the contract by the Embassy Consular Section.

26. This contract shall govern the employment relations between the parties and no provisions of this contract shall be altered amended or substituted without the written approval of the Philippine Embassy or POEA. All other agreements that are inconsistent or diminish the rights of the parties under this contract shall be void.

In witness thereof we hereby sign this contract on this ___ day of _____.

Employer

Domestic Worker

CERTIFICATE OF EMPLOYMENT

This is to certify that _____ (*name of worker*) started to work in our house on _____ (*date*) as _____ (*position / work*) under my personal sponsorship with a basic salary of _____ (*in USD*) per month.

He / She is still working in our house and is going home to the Philippines to take his/her vacation on _____ (*date*) and will be coming back on _____ (*date*).

This Certificate of Employment is issued as an integral part of employment contract submitted for verification to the Philippine Overseas Labor Office (POLO) so he/she can secure an Overseas Employment Certificate (OEC).

Issued this _____ day of _____ 20__ at _____.

Name of Employer
(*Signature over printed name*)

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

EV HİZMETLERİ İŞÇİSİNİN İSTİHDAMI İLE İLGİLİ İŞVEREN TAAHHÜTNAMESİ

I, _____, with residence at _____,
(Name of Employer / İşverenin adı)

_____, do hereby
undertake the following in connection with the employment of Filipino household service worker
(HSW) _____ in my household.
(Name of Employee / İşçinin adı)

_____ adresinde mukim, ben, _____,
_____ isimli Filipinli ev hizmetleri işçisi (HSW) ile aramda yapılan iş
sözleşmesi uyarınca aşağıdaki şartları yerine getirmeyi taahhüt ediyorum.

1. That upon arrival of the HSW, I will make her/him contact the Philippine Embassy by phone to confirm her arrival / HSW işyerine ulaştığında Filipinler Cumhuriyeti Büyükelçiliği'ne bilgi paylaşımı için telefonla ulaşmasını sağlayacağımı
2. That the HSW shall have custody of her/his passport/travel documents at all times / HSW'ye ait pasaport ve diğer seyahat belgelerinin daima kendi sorumluluğu altında muhafaza edileceğini
3. That the HSW shall be treated humanely by me and by the other persons staying at my house / HSW'ye şahsım ve evimde yaşayan diğer kişiler tarafından insana yakışır bir şekilde muamele göreceğini
4. That I shall provide the HSW with a separate sleeping room / HSW'nin şahsına ait bir yatak odası tahsis edileceğimi
5. That the HSW shall be given a rest period of at least twelve (12) continuous hours daily / HSW'ye günlük aralıksız en az 12 saat dinlenme süresi verileceğini
6. That the HSW shall be made to work only in my residence as indicated in the contract / HSW'nin sözleşmede belirtildiği gibi sadece benim evimde çalıştırılacağını
7. That upon the request of the Philippine Embassy, the HSW shall be allowed to communicate with the Embassy via phone / Filipinler Cumhuriyeti Büyükelçiliği'nin talep etmesi halinde, HSW'nin telefon yoluyla elçilik ile görüşmesine müsaade edileceğini
8. That the HSW shall be allowed to freely communicate with her/his family in the Philippines or with the Philippine Embassy / HSW'nin gerek Filipinler'deki ailesi gerekse Filipinler Cumhuriyeti Büyükelçiliği ile serbestçe görüşmesine müsaade edileceğini
9. That I shall present in person the HSW to the Philippine Embassy when so required / İhtiyaç duyulduğunda HSW'yi Filipinler Cumhuriyeti Büyükelçiliğine bizzat getireceğimi
10. That I shall not make the HSW extend her contract or transfer to another employer without the verification and approval of the Philippine Embassy / Filipinler Cumhuriyeti

Büyükelçiliği'nin onayı alınmaksızın HSW'nin iş sözleşmesinin uzatılmasına veya başka bir işverene transfer olmasına müsaade etmeyeceğimi

11. That I shall appear in person before the Philippine Embassy, when so required / *Gerekli durumlarda Filipinler Cumhuriyeti Büyükelçiliği'ne bizzat geleceğimi*

12. That I shall notify the Philippine Embassy of any significant developments about the conditions and employment of the HSW including her/his repatriations / *HSW'nin genel durumu veya iş durumu ile alakalı önemli gelişmeler hakkında Filipinler Cumhuriyeti Büyükelçiliği'ni bilgilendireceğimi*

13. That I shall explain to the members of my household the foregoing undertaking and ensure that the undertakings are observed by them; and / *Hane halkını bu taahhütname hakkında bilgilendireceğimi ve onların da belirtilen şartlara uyulup uyulmadığını gözlemlemelerini sağlayacağımı*

14. That I shall assist the HSW in availing of benefits provided under the laws of my country / *HSW'nin vatandaşı olduğum ülke yasalarının tanıdığı haklardan yararlanmasını sağlayacağımı*

It is my undertaking that if any or all of the above undertaking are violated or not complied with, I will be subject to sanctions that are provided by the rules and regulations governing the employment of Filipino household service workers from the Philippines.

Yukarıda belirtilen şartların tamamının veya bir kısmının ihlal edildiği veya yerine getirilmediği durumlarda Filipinli işçilerin çalışma kurallarını düzenleyen mevzuat çerçevesinde yaptırımlarla tabi tutulacağımı taahhüt ediyorum.

Signature of Employer / İşverenin imzası

Date / Tarih

/ /20

PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION
FILIPINLER DENİZ AŞIRI İSTİHDAM İDARESİ

SUBJECT: CONTINGENCY PLAN
KONU: ACİL DURUM PLANI

GENTLEMEN:
YETKİLİ:

I, the undersigned, _____, wish to convey the following designated Contingency Plan related to the recruitment of Filipino worker _____ who shall employed under my sponsorship. This plan covers remedial measures that should apply in the event of any contingency (i.e. Natural Calamity, or Man made Disaster/War).

Ben, aşağıda imzası bulunan _____, hizmetimde çalışacak olan Filipinli işçi _____ ile alakalı aşağıdaki Acil Durum Planı'nı tebliğ ediyorum. Bu plan acil durumlarda (doğal afet veya savaş) alınacak iyileştirici tedbirleri kapsamaktadır.

- 1- In the course of any impending contingency, we shall strive our best to repatriate the employee to their point of origination as soon as possible via safe method of travel / *Yakında ortaya çıkması beklenen acil durumlarda, işçinin en güvenli seyahat yöntemi ile ülkesine geri gönderilmesi için elimden gelen çabayı göstereceğimi,*
- 2- If repatriation measures are not possible as prompted by the prevailing circumstances that may occur I shall provide continuous support to the employee (i.e. food, medical provision, clothing's and safe shelter) as well as ensure remittance of their salaries to their families including constant communication with the update of their living condition; and / *İşçinin ülkesine dönüşü için alınacak tedbirlerin ortaya çıkan koşullardan dolayı uygulanamaması durumunda, kendisine aralıksız olarak destek sağlayacağıma (gıda, sağlık ve giyim) ve işçinin Filipinler'de bulunan ailesiyle sürekli iletişimde olmasını sağlayarak, maaşının aileye havalesini temin edeceğimi, ve*
- 3- I shall provide personal accident insurance through a reputable insurance company in _____ in favor of the employee that will cover benefits for their beneficiaries during their employment. / *İşçiye çalışma süresi boyunca güvenilir bir sigorta kurumu aracılığıyla bireysel kaza sigortası yaptıracağımı,*

AND BY VIRTUE OF THIS LETTER, we pledge to give the employee a reasonable and justified treatment for his/her well-being in accordance with the job contract. / **BU MEKTUP MUCİBİNCE,** işçiye iş sözleşmesi çerçevesine uygun olarak makul ve haklı muamele edeceğimi taahhüt ediyorum.

Employer name & Signature
İşverenin ismi ve imzası