



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**

**FOR DIRECT INDIVIDUAL EMPLOYERS FOR HOUSEHOLD WORKERS  
per POEA Memorandum Circular No. 5**

**Amount of Verification Fee to be paid to POLO - \$40.00**

- a. Original notarized employment contract and have Apostille stamp from the Governor's Office;
- b. Copy of worker's passport, valid at least six (6) months from the date of intended departure;
- c. Copy of worker's valid work permit;
- d. Undertaking of the employer;
- e. Contingency Plan;
- f. Original copy of the formal arrangement between the individual direct employer and the designated Philippine Recruitment Agency (PRA) to hire/deploy a household worker. be signed by both the employer and the PRA;
- g. Copy of employer's passport or valid ID with signature;
- h. Employer's profile with complete address and contact information, proof of capacity to employ and pay wages, and number of persons in the households;
- i. Certificate from police that the employer or any of the immediate family members has no criminal record and has not been implicated in any case of abuse;
- j. Copy of PRA's valid license; and
- k. Copy of the employer's airway bill shipment receipt for the documents to be sent back to Turkey.

**Please note that**

- Items **b, c, d, e** and **f** are downloadable;
- Item **g** (if ID is submitted) it should be translated to English; and
- Items **a** to **j** should be submitted in three (3) sets – one (1) original and two (2) xerox/duplicate copies



**STANDARD EMPLOYMENT CONTRACT**

For Household Service Workers

(Restricted to nannies of children and caregivers for the elderly and physically-ill person)

Ev Hizmetleri Çalışanları İçin

(Çocuk bakıcıları, yaşlı ve engelli kişi bakıcıları ile sınırlıdır)

**STANDART İŞ SÖZLEŞMESİ**

Ev hizmetlerinde çalışacak Filipinli işçiler için

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

*İşbu sözleşme aşağıda adı geçen taraflar arasında akdedilmiştir*

A. Employer / İşveren: \_\_\_\_\_  
 Address / Adresi: \_\_\_\_\_  
 Civil Status / Medeni Hali: \_\_\_\_\_  
 Contact No. / İletişim No: \_\_\_\_\_  
 Passport No. / Pasaport No.: \_\_\_\_\_  
 Date/Place of Issue / Verildiği yer ve tarih: \_\_\_\_\_

B. Represented in the Philippines:/Filipinlerde temsil edilen:  
 Name of Philippine Recruitment Agency:/Filipinler işe alma ajansının ismi:  
 \_\_\_\_\_

C. Household Service Worker / Ev hizmetleri işçisi: \_\_\_\_\_  
 Philippine Address / Filipinler Adresi: \_\_\_\_\_  
 Civil Status / Medeni Hali: \_\_\_\_\_  
 Contact No. / İletişim No: \_\_\_\_\_  
 Passport No. / Pasaport No.: \_\_\_\_\_  
 Date/Place of Issue / Verildiği yer ve tarih: \_\_\_\_\_

Voluntarily binding themselves to the following terms and conditions

*Sözleşmenin tarafları aşağıda verilen hüküm ve koşullarla kendilerini bağlı kılarlar*

1. Site of Employment / İşyeri: \_\_\_\_\_
2. Contract Duration TWO (2) years commencing from the household service worker's departure from the point of origin to the site of employment / Sözleşme süresi, ev hizmetleri görevlisinin kendi ülkesinden iş yerine varışını müteakip iki (2) yıldır.
3. Basic monthly salary US\$ / Aylık maaş \_\_\_\_\_ Amerikan Doları
4. Work Hours: The household service worker shall be provided with continuous rest of at least twelve (12) hours per day / Çalışma saatleri: Ev hizmetleri işçisine günlük aralıksız en az 12 saat dinlenme süresi verilecektir.
5. Rest day: At least one (1) rest day (24 hours) per week / İstirahat günü: Haftada en az bir (1) gün (24 saat)

\_\_\_\_\_  
Signature of Employer\_\_\_\_\_  
Signature of Employee



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 / *İş akdinin sona ermesi veya ev hizmetleri işçisinin kusuru olmaksızın iş akdinin feshi halinde veya fors majör durumlarda, çalışanın işyerinden kendi ülkesine ücretsiz olarak dönüşünün sağlanması; sözleşmenin yenilenmesi halinde işçinin ülkesine gidiş-dönüşü için ekonomi sınıfı uçak biletinin işveren tarafından temin edilmesi gerekmektedir.*
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 as defined by relevant Turkish laws / *İşveren ev hizmetleri işçisine, ilgili Türkiye mevzuatına uygun olarak ücretsiz bir şekilde, eşyası ile beraber şahsına ait bir uygun ve sağlıklı bir yaşam alanı temin etmenin yanısıra yeterli gıda ödeneği ayıracaktır.*
8. Free emergency medical and dental services for the household service worker including facilities and medicine / *Ev hizmetleri işçisinin, tesis ve ilaçlar dahil olmak üzere, ücretsiz olarak genel sağlık ve dişçilik hizmetlerinden yararlanması sağlanacaktır.*
9. Employer should provide the Household Service Worker Vacation leave with full pay of not less than 14 calendar days for every year of service (per Article 53, Chapter 3 of the Turkish Labow Law 4857) to be availed of upon completion of at least one year of the contract / *4857 sayılı Türk İş Kanunu'nun 53. maddesi gereğince, iki yıllık sözleşme süresinin en az bir yılını tamamlamış olan ev hizmetleri işçisinin her yıl ondört (14) takvim gününden daha az olmayacak şekilde ücretli yıllık izin kullanması işveren tarafından sağlanacaktır.*
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 / *İşveren, işçi için ev sahibi ülkenin güvenilir bir sigorta şirketiyle bireysel yaşam, kaza, sağlık ve ülkesine geri dönüş sigortası yapar.*
11. The Employee shall have the following duties and responsibilities under this Contract / *Bu sözleşmeye göre, işçi aşağıdaki görev ve sorumlulukları yerine getireceğini taahüt eder:*
- a.
  - b.
  - c.
  - d.
  - e.
12. The Employer is mandated to open a bank account in the name of his/her employee to which all the employees' salaries and benefits are to be deposited and recorded. This is stipulated in Article 32, Chapter 3 of the Turkish Labor Law 4857. / *4857 sayılı Türk İş Kanunu'nun 32. Maddesi uyarınca, işveren, işçinin maaşını ve diğer ödemelerinin kayıt altına alınması için, işçi adına açılacak bir banka hesabına yatırmakla yükümlüdür*
13. The employer shall assist the household service worker in remitting a percentage of his/her salary through proper banking channels / *İşveren ev hizmetleri işçisine maaşının belirli bir kısmının uygun banka kanalları aracılığıyla Filipinler'e gönderilmesine yardımcı olur.*

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 Signature of Employer

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 Signature of Employee



## 14. Special Provisions / Özel hükümler:

- a. The employer shall treat the household service worker in a just, respectful and humane manner. Physical violence, verbal or sexual abuse of the household service worker shall not be tolerated. / İşveren, ev hizmetleri işçisine saygılı, adil ve insan onuruna yaraşır şekilde davranacaktır. İşçiye hiçbir surette fiziksel şiddet kullanılamaz; sözlü ya da cinsel taciz uygulayamaz.
  - b. The household service worker shall work solely for the Employer in his immediate household. The employer shall not cause the worker to work in another residence or be assigned in any commercial industrial or agricultural enterprise. / İşçi, sadece sözleşmede belirtilen adreste ve sadece ev içi hizmetlerde istihdama yönelik işe alınacaktır. İşveren, hiçbir koşulda işçiden başka bir yerde çalışmasını talep etmeyecek, kendisini ticari veya tarımsal bir işte çalışmaya zorlamayacaktır.
  - c. The employer shall not deduct any amount from the regular salary of the household service worker other than compulsory contributions prescribed by law. Such legal deduction must be issued a corresponding receipt. / İşveren, işçinin sözleşmede belirtilen maaşından herhangi bir kesinti yapamaz. Yasanın zorunlu kıldığı kesintiler olması halinde, yapılan kesintinin makbuzu işçiye teslim edilmelidir.
  - d. The employer shall pay for the household service worker's work permit and exit re-entry visa and all recruitment costs and shall not seek reimbursement from the household service worker at any time / İşçinin çalışma izni veya yeniden giriş vizesi masrafları işveren tarafından karşılanacaktır.
  - e. The Employer shall not hold or withhold the Household Service Worker's passport with or without his/her consent (Philippine Passport Act of 1996, R.A. 8239 and articles 109 and 148 of the 5237 numbered Turkish Criminal Code) / İşverenin, işçinin pasaportuna rızası olsun ya da olmasın el koyması hukuka aykırıdır. (1996 tarihli 8239 sayılı Filipinler Cumhuriyeti Pasaport Kanunu ve 5237 sayılı Türk Ceza Kanunu'nun 109'uncu ve 148'inci maddelerine göre)
  - f. The passport, work permit of the household service worker shall remain in his/her possession at all times. / Ev hizmetleri işçisi, pasaportu ve çalışma vizesini daima kendisi muhafaza edecektir.
  - g. No provisions of this contract shall be altered amended or substituted without the written approval of the Philippine Embassy or POEA. / İşbu sözleşmenin herhangi bir hükmü, Filipinler Büyükelçiliği'nin veya POEA'nın yazılı onayı olmaksızın değiştirilemez.
15. 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 (buried, cremated or in accordance with the person's religious requirements) upon prior approval of the household service worker's next of kin or by the Philippine Embassy / İşbu sözleşme dönemi içerisinde ev hizmeti işçisinin vefat etmesi durumunda, cenazesinin ve şahsi eşyalarının Filipinler'e gönderilme masrafları işveren tarafından karşılanır. Cenazenin taşınmasının mümkün olmadığı durumlarda işçinin ailesinin veya Filipinler Cumhuriyeti Büyükelçiliği'nin onayı alındıktan sonra, merhumun cenaze işlemleri dini inancı doğrultusunda gerçekleştirilebilir.

## 16. Termination / İş sözleşmesinin feshi

- a. Either party may terminate this contract by giving one month's notice in writing or one

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 Signature of Employer

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 Signature of Employee



month's wages immediately upon departure of the employee in lieu of notice. *Her iki taraftan biri, bir ay önceden yazılı olarak bildirmek şartıyla bu iş sözleşmesine son verebilir. Bir ay önceden bildirim yapılmıyorsa, işçi ayrıldıktan hemen sonra işçiye bir aylık maaş ödenmek zorundadır.*

In the event of termination of this contract, both the employer and the employee shall give the Philippine Embassy and the Ministry of Labor and Social Security notice 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. *İş sözleşmesin sonlandırılırsa, işveren ve işçi Filipinler Büyükelçiliğine ve Çalışma ve Sosyal Güvenlik Bakanlığına iş sözleşmesinin iptalinden 3 gün önce yazılı olarak bildirimde bulunmak zorundadır. Diğer tarafın iş sözleşmesinin sonlandırıldığına dair yazılı onayı Filipinler Büyükelçiliğine ve Çalışma ve Sosyal Güvenlik Bakanlığına gönderilir.*

Termination by Employer: The employer may terminate the household service worker's contract of employment for any of the following just causes: serious misconduct, willful disobedience by the household service worker of the lawful orders of the employer, neglect of the household service worker of her duties, and violation of the laws of the host country, duly documented and validated. The household service worker shall shoulder the repatriation expenses in this case. *İşveren tarafından fesih: İşveren, sıralanan herhangi bir meşru sebepten ötürü iş akdini feshedebilir: İşçinin kendisine verilen işleri ihmal etmesi, ev sahibi ülke yasalarını ihlal etmesi veya işverenin hukuka uygun talimatlarını bilinçli olarak yerine getirmemesi veya yanlış yerine getirmesi. Söz konusu durumlarda ev hizmetleri işçisi ülkesine dönüş masraflarını kendisi karşılamakla mükelleftir.*

- b. Termination by the household service worker. 1) Termination without cause-the household service worker may terminate the contract without 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: when the worker is maltreated by the Employer or by any member of his/her household, or when the employer violates the terms and conditions of this contract by committing any of the following acts: violation of the special provisions, deliberate non-payment of salary, physical molestation and physical assault. The Employer shall pay for the repatriation expenses as well as any compensation due the household service / *İşçi tarafından feshi: 1) Haklı sebep olmaksızın fesih: ev hizmetleri işçisi, işverene en az bir ay önceden yazılı olarak haber vermek kaydıyla haklı sebep göstermeksizin sözleşmeyi sonlandırabilir. Bu süreye riayet edilmediği takdirde işçi dönüş masraflarını karşılamakla yükümlüdür. 2) Haklı nedenle fesih: Ev hizmetleri işçisi, ö z e l h ü k ü m l e r i n i ihlal edildiği, işveren tarafından kendisine veya ailesine iyi muamele edilmediği, maaşının ödenmediği, sözleşme şartlarına uygun davranılmadığı veya fiziki saldırı veya cinsel taciz gibi durumlarda karşılaşması halinde işverene herhangi bir bildirimde bulunmaksızın sözleşmeyi feshedebilir. Bu gibi durumlarda işçinin ülkesine dönüş masrafları işveren tarafından karşılanır.*

Signature of Employer

Signature of Employee



- 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. / *Hastalık sebebiyle fesih: Sözleşmenin taraflarından herhangi biri, işçinin kanunlar çerçevesinde belirtilen hastalık, yaralanma ve sıklık durumlarında iş göremez hale gelmesi veya işçinin durumunun işverene ve ailesine tesir edebileceğinin gözlemlendiği hallerde, sözleşmeyi feshedebilir. İşçinin ülkesine geri dönüş masrafları işveren tarafından karşılanır.*
17. 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 which shall endeavor to settle the issue amicably to the best interest of both parties as appropriate. If the disputes remain 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. / *Uyuşmazlıkların çözümü: Sözleşmenin taraflarından herhangi biri aralarında ortaya çıkabilecek anlaşmazlıkların çözümü hususunda Filipinler Cumhuriyeti Büyükelçiliği'ni bilgilendirilmelidir. Büyükelçilik ise her iki tarafın lehine olacak şekilde anlaşmazlığın sulh yoluyla çözümü için girişimde bulunacaktır. Büyükelçilik, anlaşmazlığın sulh yoluyla çözüme kavuşturulamaması halinde, yasal sürecin muhtemel sonuçları ile alakalı bir önyargı olmaksızın, ilgili dosyayı Çalışma Bakanlığı'na yönlendirecektir.*
18. 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. / *Savaş, doğal afet vb. durumlarda, işçinin Filipinler'e dönüş masrafları işveren tarafından karşılanacaktır.*
19. 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. / *İstihdam ile ilgili diğer hükümler, Filipinler ve ev sahibi ülkenin ilgili kanunları çerçevesinde düzenlenmiştir. Ev sahibi ülkenin çalışma ve istihdam ile ilgili yasal hükümleri bu sözleşmenin kapsamı dahilindedir.*
20. It is required for the Employee and Employer to both attend, together, the Post-Arrival Orientation Seminar (PAOS) that is to be conducted by the Philippine Embassy at least once every two-year contract period. Non-attendance may be grounds for the non-renewal of the contract and non-authentication of the contract by the Embassy Consular Section. / *Tarafların iki (2) yıllık sözleşme süresi içerisinde Filipinler Cumhuriyeti Büyükelçiliği'ne müracaat ederek en az bir defa Oryantasyon Semineri'ne (PAOS) katılmaları zorunludur. Buna uyulmaması durumunda Filipinler Büyükelçiliği, Konsolosluk Birimi'nin sözleşmeyi yenilememe veya onaylamama hakkı vardır.*

In witness thereof we hereby sign this contract on day of \_\_\_\_\_ at \_\_\_\_\_ / *İşbu sözleşme yukarıda belirtilen hususlar çerçevesinde belirtilen tarihte ve yerde imzalanmıştır.*

\_\_\_\_\_  
Employer's Signature  
*İşverenin imzası*

\_\_\_\_\_  
Employee's Signature  
*İşçinin imzası*

\_\_\_\_\_  
Witness  
*Şahit*

\_\_\_\_\_  
Witness  
*Şahit*



**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: ACIL 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.*

Signature of Employer  
İşverenin ismi ve imzası



COMPANY LETTER HEAD

RECRUITMENT AGREEMENT

between

\_\_\_\_\_  
Company/Employer/Foreign Principal

and

\_\_\_\_\_  
Legal Representative, Philippine Recruitment Agency

This Recruitment Agreement entered into by and between \_\_\_\_\_ (Name of Company) with \_\_\_\_\_ office address \_\_\_\_\_ at \_\_\_\_\_ Lebanon, represented by its President/Manager \_\_\_\_\_, hereinafter referred to as Company/Employer/Foreign Principal and \_\_\_\_\_ (Name of Recruitment Philippine Agency) with office address \_\_\_\_\_ at \_\_\_\_\_, Philippines, presented by its President/Manager \_\_\_\_\_, hereinafter referred to as the Legal Representative, set forth the following purposes, terms and stipulations:

1.0 GENERAL PROVISIONS:

- 1.1 The Company/Employer/Foreign Principal shall utilize facilities and services of \_\_\_\_\_ for the purpose of pre-selection, recruitment, processing and documentation of Filipino workers hired thru the said Legal Representative. It shall also avail of such services and facilities for the rehiring of the workers, as appropriate;
- 1.2 The Legal Representative shall make available to the Company/Employer/Foreign Principal pre-screened applicants as requested per Job Order. As may be agreed upon by the parties, the Company/Employer/Foreign Principal shall have the final authority on the selection of workers;
- 1.3 The services of the said Legal Representative shall include but not limited to cause for the medical examinations of the workers, processing of employment contracts in the Philippine Overseas Employment Administration and the mandatory briefing/orientation on the working and living conditions of Lebanon like customs and traditions; security, etc.; and
- 1.4 The Legal Representative shall also provide its facilities and services for the processing, documentation of workers rehired by the Company/Employer/Foreign Principal under such terms and conditions as may be agreed upon by the parties.

\_\_\_\_\_  
Signature of PRA Representative

\_\_\_\_\_  
Signature of Employer



## **2.0 FEES AND TERMS OF PAYMENTS:**

- 2.1 The employer shall pay the Legal Representative the sum of \$ \_\_\_\_\_ per selected worker as recruitment/placement/processing fees for the pre-selection, documentation and processing services, in accordance with the rules and regulations issued by the Philippine's Department of Labor and Employment – Philippine Overseas Employment Administration. Such payments shall not in any manner be charged to the applicants/workers by either the Legal Representative or the Company/Employer/Foreign Principal. The fee will be paid only after the Company/Employer/Foreign Principal approves the selection of the worker/s.

## **3.0 TRAVEL ARRANGEMENT:**

- 3.1 The Company/Employer/Foreign Principal shall be solely responsible for and bear the expenses of securing work visa of accepted workers as well as their plane tickets from point of origin to Lebanon, including the payment of travel tax, except when the Company/Employer/Foreign Principal upon payment of the costs, requests its Legal Representative to arrange for the travel of the workers.

## **4.0 EMPLOYMENT:**

- 4.1 The Company/Employer/Principal and the Legal Representative shall sign the attached Master Employment Contract (MEC) which stipulates the terms and conditions of the worker's employment. The MEC shall form as an integral part of this Recruitment Agreement which is subject to the approval by the Philippine's Department of Labor and Employment – Philippine Overseas Employment Administration. There is also a "probationary period" of three (3) months; and
- 4.2 In case of renewal of Employment Contract between Company/Employer/Foreign Principal and the worker, said worker may be entitled to a reasonable adjustment in salary and benefits in accordance with the company's pay scale and practices.

## **5.0 AUTHORITY, JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE:**

- 5.1 To represent the Company/Employer/Foreign Principal before any and all government and private offices in the Philippines;
- 5.2 To enter into any and all contracts with any person, corporations, institutions or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract workers for overseas employment;
- 5.3 To sign, authenticate and deliver all documents necessary to complete any transactions related to such recruitment and hiring, including making necessary steps to facilitate the departure of recruited workers in accordance with the Labor Code of the Philippines, as amended and its rules and regulations;
- 5.4 To bring suit, defend and enter into any compromises for and in behalf of the Employer/Company/Foreign Principal in litigation's involving the hiring and employment of Filipino workers; and

\_\_\_\_\_  
Signature of PRA Representative

\_\_\_\_\_  
Signature of Employer



- 5.5 To assume jointly and solidarily with the Company/Employer/Foreign Principal any liability/responsibility that may arise in connection with the recruitment/hiring/deployment of the workers, including the full implementation of the employment contract, to pay and settle claims and demand any obligations, judgments or awards to such worker by way of indemnification or reimbursement for whatever amount the Legal Representative may be forced or obliged to pay in behalf of the Company/Employer/Foreign Principal.

## **6.0 REMITTANCE OF EARNINGS:**

- 6.1 The Company/Employer/Foreign Principal shall encourage all workers to remit at least \_\_\_\_\_ percent (\_\_\_%) of his/her salary to their families in the Philippines.

## **7.0 RESPONSIBILITIES OF THE COMPANY/EMPLOYER/FOREIGN PRINCIPAL:**

- 7.1 The Company/Employer/Foreign Principal shall exert all possible efforts to enhance the welfare and protect the rights of Filipino workers hired under this Agreement in accordance with the laws of the Philippines and Lebanon, international covenants on expatriate employment and in accordance further with the possible treatment already extended to other workers at its worksite;
- 7.2 Except for the reasons caused by the fault of the employee, force majeure or flight delay, the Company/Employer/Foreign Principal shall bring the worker to the worksite in Lebanon within thirty (30) days from the date of scheduled departure as specified by the employer upon filing a job requisition. Should the employer fail to do so for no valid or justifiable reasons, he shall pay the worker reasonable compensation as may be determined by the appropriate authorities for every month or a fraction thereof of delay. Payment made under these provisions shall be made to the workers through the employer's Legal Representative or to the government agency appropriate for the purpose. Should the employer cancel the employment contract or if the delay already exceeds two (2) months and the worker selects to cancel the said employment contract, the Company/Employer/ Foreign Principal shall pay the worker an additional amount of compensation as may be determined by the appropriate authorities. In this case, the Company/Employer/Foreign Principal shall not reimburse the amount he paid to its Legal Representative for documentation and processing fees; and
- 7.3 In case of termination of worker's employment for cause or as a result of death or serious injury, the Company/Employer/Foreign Principal shall immediately inform the Philippine Overseas Labor Office – Philippine Embassy in Lebanon. In case the worker dies, the Company/Employer Foreign Principal shall immediately inform the Philippine Embassy and shall bear the attendant expenses for the repatriation of his/her remains including personal belongings to his/her relatives in the Philippines, and if repatriation is not possible under certain circumstances, samemay be dispensed with, upon prior approval of the next of kin or by the Philippine Embassy.

In all cases, the Company/Employer/Foreign Principal shall insure that the benefits due to the workers shall be made available to him/her or his/her beneficiaries within the shortest possible time.

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Signature of PRA Representative

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Signature of Employer



**8.0 SETTLEMENT OF DISPUTES:**

- 8.1 In case of dispute arising from the implementation of the employment contract between the Company/Employer/Foreign Principal and the worker, all efforts shall be made to settle them amicably. If necessary, such negotiations shall be undertaken in cooperation and with the participation of the Philippine Overseas Labor Office, Philippine Embassy.
- 8.2 In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate body in Lebanon. During the process of settlement or while the case is pending, the worker shall endeavor to fulfill his contractual obligations to the Company/Employer/Foreign Principal and the Company/Employer /Foreign Principal shall ensure that such obligations shall be undertaken without duress or recrimination; and
- 8.3 In case of dispute about this Recruitment Agreement, the parties thereto must attempt to resolve them amicably. If the efforts to amicably settle fail, then the dispute shall be referred to the appropriate bodies for hearing and adjudication or to whatever bodies/courts where parties agree to have the dispute settled.

**9.0 TERMINATION OF AGREEMENT:**

- 9.1 This Recruitment Agreement shall be in effect for a minimum period of two (2) year from date appearing herein below unless sooner terminated by either party after thirty (30) days prior written notice. The responsibilities of the parties shall be in effect up to the completion of the last employment contract signed with a recruited worker/s and the rights of the worker/s recruited under this Agreement must be recognized and the terms and conditions of their employment contract shall be strictly adhered to be complied with. Unless either party so notifies the other of its termination, this Agreement shall be automatically extended or renewed for another year.

**10.0 LANGUAGE OF AGREEMENT:**

This Recruitment Agreement is written in English and in Arabic and both copies shall be deemed binding to the parties.

**11.0 GOVERNING LAW:**

This Recruitment Agreement shall be the governing instrument between the parties and shall be interpreted in accordance with the laws of the Philippines and Lebanon, international laws or covenants and practice.

**IN WITNESS THEREOF**, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, Turkey.

\_\_\_\_\_  
Signature of PRA Representative

\_\_\_\_\_  
Signature of Employer/Company/Principal



**INFORMATION SHEET OF THE EMPLOYER**

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Nationality: \_\_\_\_\_

Cellphone Number : \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address : \_\_\_\_\_

Company Name/Employer: \_\_\_\_\_

Address : \_\_\_\_\_

Telephone Number : \_\_\_\_\_

Name of Family Members:

Age

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |

Name of Other Filipino Household Workers if

Age

any:

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |

I declare that the above information are true and correct.

\_\_\_\_\_  
Name and Signature of Employer

Date \_\_\_\_\_