



BREAKOUT SESSION

TOPIC 1: STANDARD EMPLOYMENT CONTRACTS

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Standard Contracts in the GCM

OBJECTIVE 5: Enhance availability and flexibility of pathways for regular migration

To realize this commitment, we will draw from the following actions:

- a) Develop human rights-based and gender-responsive bilateral, regional and multilateral labour mobility agreements with **sector-specific standard terms of employment** in cooperation with relevant stakeholders, drawing on relevant ILO standards, guidelines and principles, in compliance with international human rights and labour law

OBJECTIVE 6: Facilitate fair and ethical recruitment and safeguard conditions that ensure decent work

- d) Establish partnerships with all relevant stakeholders, including employers, migrant workers organizations and trade unions, to ensure that migrant workers are provided **written contracts and are made aware of the provisions therein, the regulations relating to international labour recruitment and employment in the country of destination, their rights and obligations, as well as on how to access effective complaint and redress mechanisms, in a language they understand**



Minimum labour standards

Some governments have developed model employment contracts that cover **minimum labour standards**

- job description,
- remuneration,
- working hours and holidays,
- transportation,
- compensation for injuries,
- emergency medical care
- dispute settlement procedures.



Country-of-origin model employment contracts (1)

Countries of origin have also developed MECs with minimum requirements for their workers in the country of destination

- guaranteed wages for specified working hours and overtime pay for work beyond these;
- free transportation to site of employment and return, or off-setting arrangements;
- free food and accommodation, or offsetting arrangements;
- free emergency medical and dental treatment (also medicines);
- insurance coverage;
- just or authorized cause for termination of employment;
- repatriation of remains and belongings at employer's expense in case of death;
- Weekly day of rest;
- dispute settlement procedures.



Key choices in SECs / MECs

- Sector-based approach
- Are they included in MoUs
- Reference to origin and destination country legislation



Instructions for break out session

1. Break into **two groups**
2. Each group should nominate a **rapporteur**
3. Bring examples of use of standard employment contracts from your own experience
4. Work together to create a list of recommendations (or guidelines) for what should be included in a standard employment contract and how it should be used
5. Each group reports back in plenary

Considerations

- What elements need to be included in the SEC / MEC ?
- What aspects are specific to sectors?
- How can transparency, translation, record-keeping and compliance be ensured?
- What elements are difficult to include in the contract? How do these challenges differ by sector?
- How can considerations of origin country standards and legislation be addressed?
- Mandatory (part of MoUs) vs. aspirational (code of conduct, etc.)?
- Ensure that your responses are gender-mainstreamed.



Country-of-origin model employment contracts (2)

- take into account existing labour and social laws of the host country, as well as national customs, traditions, mores, and practices.
- comply with existing conventions and bilateral or multilateral agreements with the host country, as well as existing labour market conditions.

Example: Philippines POEA has developed skills-specific and country of destination employment contracts, including prescribed employment contracts for Filipino entertainers bound for Japan, domestic workers for Hong Kong and seafarers in general



ILO C189 - Domestic Workers Convention, 2011 (No. 189)

Convention concerning decent work for domestic workers

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.