



Republic of the Philippines
Department of Migrant Workers

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MEMORANDUM CIRCULAR No. 05
Series of 2024

TO : All Concerned

SUBJECT : Guidelines on the Approval of Job Orders for the Position of Residential Support Worker and/or Cleaner bound for the Kingdom of Saudi Arabia

In line with the Joint Statement of the Republic of the Philippines and the Kingdom of the Saudi Arabia, through the Department of Migrant Workers (DMW) and the Ministry of Human Resource and Social Development (MHRSD), respectively, wherein an understanding to work closely together to facilitate the decent and productive employment of Overseas Filipino Workers (OFWs) as well as protect the OFWs' rights, the following guidelines specific to the approval of Job Orders (JOs) for the position of residential support worker and/or cleaners for residential households are hereby issued.

I. Scope and Coverage

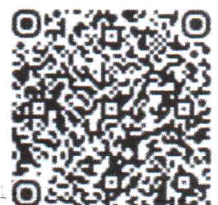
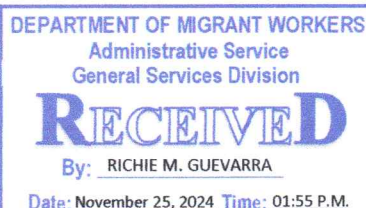
These Guidelines supplements the 2023 Department of Migrant Workers Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers. Specifically, it shall govern the approval of Job Orders for the position of residential support worker and/or cleaners bound for the Kingdom of Saudi Arabia (KSA).

This Guidelines excludes from its coverage the positions of domestic workers or household service workers (HSWs) provided with accommodation within the residence of their employers as well as skilled support workers deployed for institutional or business establishments in the KSA.

II. Approval of Job Orders for the Position of Residential Support Workers and/or Cleaners bound for the KSA

Consistent with and in addition to the existing rules, regulations, and guidelines on the verification and approval of JOs, the following documents and conditions shall be required for the approval of JOs for the position of residential support worker and/or cleaner bound for KSA:

1. For the purpose of implementing this Guidelines, a revised *Standard Employment Contract (SEC) for skilled workers (or Standard Employment Contract for Various Skills)* shall be used, reflecting provisions based on the Saudi Labor Reform Initiatives, which include the contract insurance and integration of the Wage Protection Program. A copy of the sample SEC is attached hereto as **Annex "A"**.
2. The previous positions or terms used in the recruitment documents among agencies in KSA such as "female support worker", "on call cleaner", "residential cleaner", or "service house/residential cleaner" shall be taken to be synonymous to or could be used interchangeably with "residential support worker and/or cleaners," for implementation purposes.





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Further, the Mega Recruitment Companies (MRCs)/ Foreign Recruitment Agencies (FRAs) hiring support workers for both commercial establishment and residential or household setting must indicate the quantity of workers who are to be employed in commercial, and the quantity of workers that will be specifically engaged as residential worker in their Job Order or workforce request.

3. Each residential support worker and/or cleaner deployed shall be provided with their job description. The Job Description shall indicate their position as **Residential Support Worker and/or Cleaner**, and not Domestic Worker or Household Service Worker. It shall clearly indicate the terms of work, duties and tasks of the Support Worker Position and/or Cleaner. A copy of the sample Job Description is attached hereto as **Annex "B"**, and shall form part of the SEC.
4. The Mega Recruitment Companies (MRCs)/ Foreign Recruitment Agencies (FRAs)/ Philippine Recruitment Agencies (PRAs), deploying the residential support worker and/or cleaner must be included in a whitelist approved by the Department of Migrant Workers.
5. The MRCs/FRAs/PRAs shall ensure the implementation of the provisions of the SEC, including the Job Description.
6. An undertaking shall be submitted by the MRC/FRA/PRA, including, among others, the following provisions:
 - a. No placement fees shall be collected, directly or indirectly, from the residential support worker and/or cleaner;
 - b. The wages of the residential support worker and/or cleaner shall be automatically increased once the DMW or KSA issues a new policy or guideline on minimum wages;
 - c. The wages of the residential support worker and/or cleaner shall be subject to review and re-evaluation every year after its issuance. In the meantime, the food allowance is hereby increased to Five Hundred Saudi Riyals (SR500);
 - d. The residential support worker and/or cleaner shall be provided with the appropriate labor visa, which in no way shall be for Domestic Workers;
 - e. The residential support worker and/or cleaner shall be on a residential basis, and in no way shall they be made to work as Domestic Workers; and
 - f. The residential support worker and/or cleaner shall be provided with appropriate accommodation by the FRAs/MRCs, as well as transportation to and from the said accommodation.
7. The MRCs/FRAs shall designate a **Welfare Monitoring Officer**, preferably a Filipino, who shall monitor and resolve problems and complaints of the residential support worker and/or cleaner at the jobsite. For this purpose, FRAs and MRCs are also expected to establish a web-based monitoring system that will provide access to the Philippine government reports on problems and complaints of workers.

CONTROLLED AND DISSEMINATED

By: DMW General Services Division on November 25, 2024





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III. Repealing Clause

All other orders, rules and regulations or part thereof inconsistent with this Memorandum Circular are hereby modified accordingly.

IV. Effectivity

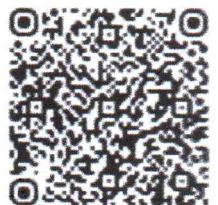
These Guidelines shall take effect immediately.

For the guidance of all concerned.


HANS LEO J. CACDAC
Secretary

CONTROLLED AND DISSEMINATED

By: DMW General Services Division on November 25, 2024



**STANDARD EMPLOYMENT CONTRACT
FOR RESIDENTIAL SUPPORT WORKERS
FOR THE KINGDOM OF SAUDI ARABIA**

This contract is executed and entered by and between:

A. Employer:

Name : _____
National ID No : _____
Address : _____
Contact Nos. : _____
Email : _____

B. Worker:

Name : _____
Civil Status : _____
Passport No. : _____
Date & Place of Issue: _____
Address : _____

C. Philippine Recruitment Agency:

Name : _____
Civil Status : _____
Passport No. : _____
Date & Place of Issue: _____
Address : _____

The parties voluntarily bind themselves to the following terms and conditions, in compliance with the relevant laws of the Kingdom of Saudi Arabia and the Philippines:

1. **Site of Employment:** _____, Kingdom of Saudi Arabia
2. **Contract Duration:** Two (2) years, commencing from Worker's arrival in the Kingdom of Saudi Arabia.
3. **Position:** Residential Support Worker.
4. **Probationary Period:** Three (3) months, in which during this period, any of the parties can automatically cancel the contract for whatever reason without any penalties incurred by any of the parties concerned.

5. Job Description: (See Annex "A")

The job description for the Worker shall be provided and must clearly indicate that the Worker is a residential support worker or cleaner, not a domestic worker or household service worker (HSW). The Worker shall not be required to perform duties associated with domestic workers.

6. Basic Monthly Salary: SAR 2,000, consisting of SAR 1,500 as basic pay and SAR 500 as food allowance. Food allowance for at least one (1) month shall be provided in advance upon arrival of the worker.

7. Wage Payment: Wages shall be paid monthly through the Wage Protection System (WPS) to an accredited bank. Payment must be made no later than the third day of the following month. The Worker shall have full access to their bank account, in line with the WPS.

8. Wage Adjustment: The wages of the Worker shall be reviewed annually and automatically increased in accordance with any new policy or guideline on minimum wages issued by either the Philippines or KSA authorities. Additionally, the food allowance is set at SAR 500 and shall be subject to periodic review.

9. Standby Pay: The Worker shall begin receiving pay starting from the first day of actual duty, which shall be no later than one (1) week from arrival in the Kingdom of Saudi Arabia. If the Worker is required to be on standby but is not actively working, they shall be entitled to receive pay equivalent to the full regular daily rate.

10. Regular Working Hours: Eight (8) hours per day, six (6) days per week.

11. Overtime Pay:

- a. Overtime: 150% of the basic hourly rate for work beyond regular working hours.
- b. Work on Rest Days or Holidays: 200% of the basic hourly rate.

12. Weekly Day-Off: The Worker is entitled to a paid weekly rest period of at least 24 consecutive hours, in accordance with Article 104 of Saudi Labor Law. The Worker shall have the right to choose how and where to spend their rest day, whether inside or outside the Employer-assigned accommodation.

13. Leave Entitlement:

- a. Annual Leave: 21 days of paid vacation leave per year, in compliance with Article 109 of Saudi Labor Law.
- b. Sick Leave: 30 days with full pay, followed by 60 days at three-quarters pay, and an additional 30 days unpaid, if necessary, as per Article 117 of the Saudi Labor Law.

14. **Annual Leave and Repatriation Ticket:** The Worker is entitled to a paid three-week annual leave and a return ticket to their point of origin every two years, in accordance with Article 109 of the Saudi Labor Law. If the Worker is leaving permanently, only a one-way ticket shall be provided.
15. **Free Return Transportation:** The Worker shall be provided with free return transportation to their home country in the following cases:
- a. Contract Completion.
 - b. Termination of the contract by the Employer without just cause.
 - c. Force majeure.
 - d. Inability to continue working due to work-related injury or illness.
16. **End of Service Benefits:** The Worker is entitled to end-of-service benefits in accordance with Article 84 of the Saudi Labor Law. The benefit is half a month's wage for each year of service for the first five years and one month's wage for each year thereafter.
17. **Accommodation and Transportation:** The Worker shall be provided with appropriate accommodation and transportation to and from the workplace.
18. **Medical Care:** The Employer shall provide free emergency medical and dental services, including medicines, in the event of illness or injury while executing work duties. This includes health insurance coverage as mandated by the Cooperative Health Insurance Law in KSA. Medical treatment for work-related injuries or illnesses will be provided as per the terms of the insurance policy.
19. **Prohibition of Holding Passport and Documents:** The Worker's passport, residency permit (iqama), and other personal documents shall always remain in their possession, in compliance with KSA Labor Law. The Employer shall bear all costs related to the issuance and renewal of these documents.
20. **Prohibition on Placement Fees:** The Worker shall not be required to pay any placement fees. Any fees or costs related to recruitment, placement, or deployment shall be borne entirely by the Employer and/or the recruitment agency. Violations of this provisions will result in penalties as per Saudi and Philippine Labor Laws.
21. **KSA Labor Reform Initiatives Compliance:**
- a. Exit and Re-Entry Visa Reform: The Worker may request an exit or re-entry visa without requiring Employer approval, in accordance with the Saudi Labor Law. The costs of these visas shall be borne by the Employer.
 - b. Freedom to Travel: The Worker has the right to travel freely during non-working hours without requiring the Employer's permission, in compliance with Saudi laws.

22. Humane Treatment: The Employer shall always treat the Worker with dignity and respect. Physical Violence, harassment, or any form of abuse is strictly prohibited. Violations are subject to penalties under Saudi laws.

23. Employment Classification and Visa Requirements: The Worker shall be provided with the appropriate labor visa, which shall not classify them as a Domestic Worker.

24. Termination of Contract:

- a. By the Employer: The Employer may terminate the contract for just cause, such as serious misconduct or gross negligence of duties. In such cases, the Employer shall bear the cost of repatriation unless the Worker is at fault.

In cases where it is proven that the worker was illegally terminated, the employer and/or the PRA shall pay for the unexpired portion of the contract as per the Philippine labor laws.

- b. By the Worker: The Worker may terminate the contract without notice for just causes, such as maltreatment by the Employer, violation of the contract terms, or non-payment of wages. The Employer shall cover the repatriation costs in such cases. If the Worker resigns without just cause, they must provide a one-month notice and bear their own repatriation costs.

- c. **Reimbursement of Mobilization Costs:** If the Worker resigns without valid cause or is terminated for misconduct, fraud, or other criminal acts under host country law before completing the employment contract, the Worker shall reimburse the Employer for actual mobilization expenses incurred. The reimbursement will be prorated based on the remaining duration of the contract.

25. Dispute Settlement: Disputes may be settled amicably with the involvement of the Labor Attaché or the Philippine Embassy/Consulate. If unresolved, the matter may be escalated to the competent government authorities in Saudi Arabia, in accordance with Saudi dispute resolution mechanisms.

26. Repatriation of Remains: In the event of the Worker's death, their remains and personal belongings shall be repatriated to the Philippines at the Employer's expense. If repatriation is not possible, the remains may be handled appropriately by the Worker's next of kin or the Philippine Embassy/Consulate nearest to the jobsite.

27. Mobile Phone Use: Outside of their working hours, the Worker shall be allowed to use their mobile phone or other devices. The Employer shall not confiscate the Worker's personal devices.

28. Confidentiality: Worker shall maintain complete confidentiality regarding the affairs of the Employer, including any confidential information related to the business, finances, and personal data of the Employer, clients, or other workers. Confidential information includes, but is not limited to, details of the Employer's business, financial information, and any other information marked or understood to be confidential. The Worker agrees to take all necessary steps to protect such information and shall not disclose it to any unauthorized parties during or after the employment period.

29. Applicable Law and Jurisdiction:

This contract shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia and the applicable laws of the Philippines. Any disputes arising from or related to this contract shall be resolved in accordance with the dispute settlement mechanisms outlined in the labor laws and regulations of the Kingdom of Saudi Arabia and the Philippines.

30. Parties' Certification and Acceptance:

By signing this contract, both the Employer and the Worker certify that they have read, understood, and agreed to all the provisions outlined herein. Both parties commit to adhering to these terms throughout the duration of the contract and any extensions thereof.

IN WITNESS WHEREOF, we hereby sign this contract on the ____ day of _____ in the year _____, at our respective locations.

Employer's Signature : _____
Employer's Printer Name : _____

Worker's Signature : _____
Worker's Printed Name : _____

Philippine Recruitment Agency Representative Signature : _____
Philippine Recruitment Agency Representative Printed Name: _____

JOB DESCRIPTION

Position : **Residential Support Worker**
Country : **Kingdom of Saudi Arabia**
Working Hours/Day : **Eight (8) Hours A Day / One (1) Day-Off Per Week**

1. Responsible for ensuring and obtaining the highest level of cleanliness in the environment of a residential area, such as bedrooms, bathrooms, kitchens, and all common areas.
2. Performs important tasks, such as cleaning or dusting, vacuuming carpets and hardwood floors, washing dishes, making and arranging beds, cleaning bathrooms, mopping or scrubbing kitchen and bathroom floors, sweeping, and several other cleaning and household activities.
3. Cleans and tidies the house with the use of various chemicals, disinfectants, cleaning tools, and machines and appliances.
4. Wash dishes, carefully arranging them in their appropriate positions.
5. Cleans driveways and walkways by sweeping, mopping, vacuuming, or brushing them.
6. Turning mattresses, plumping pillows, and changing cushions.
7. Replenishing amenities that are needed in rooms as required.
8. Ensuring that the public and common areas of the house are cleaned to a very high standard in compliance with operational policies and standards.
9. Identifying and reporting any maintenance issues or defective equipment or appliances, damaged furniture, equipment, or any potential hazard immediately to the head of housekeeper or to the house owner or client.
10. Communicating and maintaining a healthy relationship with homeowners in order to provide excellent service.
11. Must observe and respect the client's privacy, choice, and dignity at all times.

CONFORME:

Name of Worker and Date Signed

**Name of Foreign Recruitment Agency
and Date Signed**