

### **Checklist of Requirements to be submitted in two (2) sets**

**1. Verification of Employment documents of OFWs who came to Bahrain using visit/tourist visas, exited Philippines through another country, transferred locally or has changed jobsite:**

- a. Two (2) **original** copies of valid **Employment Contract (EC)** (sponsor to sign and stamp Company logo **on every page of the contract**)
- b. Contingency Plan (to be printed in company letterhead with company stamp and signed by employer/ authorized signatory)
- c. **Certificate of Employment (COE)** (to be printed in company letterhead with company stamp and signed by employer/authorized signatory)
- d. Copy of **Commercial Registration (CR)**
- e. Copy of CPR of employer/Authorized Signatory of the Company in the COE & EC
- f. Copy of CPR of Employee
- g. Copy of valid visa/Residence Permit (RP)
- h. Copy of Passport (valid for at least 6 months from time of departure from the Phils.)
- i. copy of 2-way Airline ticket
- j. letter from the employer attesting to the transfer of jobsite of the worker (if returning to **same employer but changed jobsite**)
- k. Sworn statement of the worker providing explanation on how he/she was hired by her current employer (**visit visa to working visa & local transfer**)
- l. Affidavit of Undertaking for Drivers

Notes:

**I. Only Employment Contracts compliant with the following minimum Labor standards will be verified by POLO-Bahrain:**

1. Jobsite is specified as within Bahrain only
2. Basic monthly salary is not lower than BD 150 with schedule and mode of payment specified
3. Free food, accommodation and transportation or compensatory allowance/s in lieu thereof
4. Clear start and end dates of contract
5. Free return airfare after the completion of contract or equivalent amount if not availed by worker
6. Maximum Forty Eight (48) hours work per week and 1 day off/week;
7. overtime pay for services rendered beyond the 8-hour regular work/day or 48 hours work-week and work during rest days and Holidays;
8. thirty (30) days vacation leave/year of service
9. Sick leave entitlement/ benefits
10. Free emergency medical and dental treatment
11. Personal life accident insurance
12. defined grounds/ causes for termination of the contract or of the services of the worker
13. Manner of settlement of disputes
14. In case of worker's death, repatriation of human remains and personal belongings, at the expense of the employer

II. Upon verification of documents, OFW will register thru **bmonline.ph** and request appointment for OEC issuance in any POEA office in the Philippines/POLO-Bahrain.

III. OFWs who originally came to Bahrain with visa/tourist visas or exited Philippines through another country will obtain their OECs at any of the POEA offices in the Philippines.

IV. Documents submitted are subject to approval of the Labor Attache

**V. Fees to be paid:** BD4 as verification fee; BD 9.5 for OWWA Membership and BD 1 for OEC

**II. Requirements for OEC issuance for vacationing OFWs who are returning to the same employer:**

1. copy of last OEC issued/ copy of Employment contract verified by POLO-Bahrain/ POEA
2. copy of passport, visa and CPR
3. any of the following: Certificate of Employment, pay slip or company ID
4. copy of 2-way airline ticket

EMPLOYMENT CONTRACT	عقد توظيف
<p><b><u>This employment contract is executed and entered in by and between:</u></b></p> <p>A. Name of Employer/Company:.....</p> <p>Address:.....</p> <p>P.O. Box No.:.....</p> <p>Tel. No.:.....</p>	<p><b><u>تم تنفيذ وإبرام عقد التوظيف هذا بواسطة وبين:</u></b></p> <p>أ. اسم صاحب العمل/ الشركة:.....</p> <p>العنوان:.....</p> <p>ص.ب. رقم:.....</p> <p>رقم الهاتف:.....</p>
<p>B. Represented in the Kingdom of Bahrain by:.....</p> <p>Name of Agency:.....</p> <p>Address:.....</p>	<p>ب. قدم هذا العقد في مملكة البحرين:.....</p> <p>اسم الوكالة:.....</p> <p>العنوان:.....</p>
<p>C. Represented in the Philippines by:</p> <p>Name of Agency/ Company .....</p> <p>Address:.....</p>	<p>ت. قدم هذا العقد في الفلبين:</p> <p>اسم الوكيل/ الشركة:.....</p> <p>العنوان:.....</p>
<b>And</b>	<b>و</b>
<p>D. Name of Employee:.....</p> <p>Civil Status:.....</p> <p>Passport No.:.....</p> <p>Date &amp; Place of Issue:.....</p> <p>Address:.....</p>	<p>ث. اسم الموظف:.....</p> <p>الحالة المدنية:.....</p> <p>رقم جواز السفر:.....</p> <p>تاريخ مكان الإصدار:.....</p> <p>العنوان:.....</p>
<p><b><u>Voluntarily binding themselves to the following terms and conditions:</u></b></p>	<p><b><u>حيث التزم الطرفان طوعاً بالأحكام والشروط التالية:</u></b></p>
<p>1. Site of Employment: KINGDOM OF BAHRAIN.</p>	<p>1. مكان التوظيف: مملكة البحرين.</p>
<p>2. Contract Duration..... commencing from the employee's departure from the point of origin to the site of employment.</p>	<p>2. مدة العقد:..... تبدأ من سفر الموظف من موطنه الرئيسي إلى موقع العمل بموجب عقد التوظيف.</p>
<p>3. Employee's Position: .....</p>	<p>3. الوظيفة:.....</p>
<p>4. Basic Monthly Salary:.....</p>	<p>4. الراتب الأساسي الشهري:.....</p>
<p>5. Regular Working Hours: Maximum of 8 hours per day, six days per week.</p>	<p>5. ساعات العمل العادية: بحد أقصى 8 ساعات يوماً وستة (6) أيام في الأسبوع.</p>
<p>6. Overtime Pay: a. For work over regular working</p>	<p>6. راتب العمل الإضافي: أ. عن ساعات العمل الإضافية العادية:.....</p>

hours: <u>per Bahrain Labor Law</u>	.....
b. For work on designated rest days & holidays: <u>per Bahrain Labor Law</u>	ب. عن العمل في أيام الراحة والإجازات المخصصة .....
7. Leave with Full Pay: a. Vacation Leave: <u>per Bahrain Labor Law</u> b. Sick Leave: <u>Per Bahrain Labor Law</u>	7. الإجازة مدفوعة الأجر بالكامل: أ. إجازة العطلات:..... ب. الإجازة المرضية:.....
8. Free transportation to the site of employment and in the following cases, free return transportation to the point of origin: a. expiration of the contract; b. termination of the contract by the employer without just cause; c. if the employee is unable to continue to work due to work connected or work aggravated injury of illness; d. force majeure; and e. in such other cases when contract of employment is terminated through no fault of the employee.	8. سوف يحصل الموظف على تذاكر السفر إلى موقع العمل وعند عودة الموظف إلى موطنه الأصلي مجاناً في الحالات التالية: أ. عند انتهاء العقد، ب. عند إنهاء صاحب العمل للعقد من دون سبب مقنع، ت. في حالة عدم قدرة الموظف على الاستمرار في العمل نتيجة مرض أو إصابة ناتجة عن أو تفاقم نتيجة العمل أو مرتبطة بالعمل. ث. نتيجة الظروف القهرية، ج. في الحالات الأخرى التي يتم فيها إنهاء وفسخ العقد من دون أي سبب من جانب الموظف.
9. Free food or compensatory allowance of BD ..... equivalent to US\$....., free suitable housing.	9. سوف يحصل الموظف على الغذاء من دون مقابل أو على البدلات التعويضية عنه بقيمة ..... دينار بحريني، بما يعادل ..... دولار أمريكي بالإضافة إلى توفير السكن المناسب له دون مقابل أيضاً.
10. Free emergency medical and dental services and facilities including medicine.	10. سوف يحصل الموظف على التسهيلات الخاصة بخدمات طب الأسنان والخدمات الطبية الطارئة شاملة الدواء.
11. Personal life accident insurance in accordance with host government and/ or Philippine government laws without cost to the worker. In addition, for areas declared by the Philippine government as war risk areas, a war risk area insurance of not less than P100,000 shall be provided by the employer at no cost to the worker.	11. سوف يكون التأمين الشخصي على الحياة ضد الحوادث بموجب قوانين الحكومة المضيفة/ أو حكومة الفلبين من دون تكلفة على الموظف. بالإضافة إلى ذلك، ففي المناطق التي أعلنتها حكومة الفلبين مناطق المعرضة لمخاطر الحرب، فسوف يتعين على صاحب العمل تقديم التأمين الخاص بالمناطق المعرضة للحرب بما لا يقل عن 100,000 بيسو من دون أي تكلفة على الموظف.
12. In the event of death of the employee during the term of this agreement, his remains and personal belongings shall be repatriated to the Philippines at the expense of the employer. In the case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the employee 's next kin and/ or by the Philippine Embassy/ Consulate nearest the jobsite.	12. في حالة وفاة الموظف خلال مدة هذه الاتفاقية، فسوف يتم نقل جثمانه وممتلكاته الشخصية إلى الفلبين على نفقة صاحب العمل. وفي حالة عدم التمكن من نقل جثمان الموظف إلى الفلبين، فسوف يتعين التصرف فيه بعد الحصول على موافقة مسبقة من أقرب قريب له/ أو سفارة/ قنصلية الفلبين القريبة من موقع العمل.
13. The employer shall assist the Employee in remitting a percentage of his salary through the proper Banking channels or other means authorized by law.	13. يتعهد صاحب العمل بمساعدة الموظف في تحويل نسبة من راتبه عن طريق القنوات المصرفية المناسبة أو عن طريق أي وسائل أخرى قانونية.
14. Termination: Neither party may unilaterally cancel this contract except for legal, just and valid cause/s: a. Termination by Employer: The employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of	14. إنهاء وفسخ عقد التوظيف: يتعين على أي من الطرفين عدم إلغاء هذا العقد من جانبه فقط، عدا لسبب/ لأسباب قانونية وعادلة وصحيحة كما يلي: أ. إنهاء صاحب العمل للعقد: قد يقوم صاحب العمل بإنهاء وفسخ هذا العقد للأسباب التالية: سوء السلوك الخطير، عدم الطاعة المتعمدة من جانب الموظف للأوامر القانونية لصاحب العمل، الإهمال المتعمد من جانب الموظف في تنفيذ مهام عمله، انقطاع الموظف عن العمل، التمرد من جانب الموظف وكشفه لأسرار المؤسسة في حالة خرق الموظف للعادات

<p>establishment, when employee violates customs, traditions, and laws of KINGDOM OF BAHRAIN and/ or terms of this Agreement. The employee shall shoulder the repatriation expenses</p>	<p>والتقاليد والقوانين المعمول بها في مملكة البحرين/ أو أحكام هذا العقد، فسوف يتحمل الموظف تكاليف ترحيله إلى الفلبين.</p>
<p>b. Termination by Employee: The employee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative, inhuman and unbearable treatment accorded the employee by the employer or his representative, commission of a crime/ offense by the employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.</p>	<p>ب. إنهاء الموظف للعقد: قد يقوم الموظف بإنهاء عقد التوظيف ومن دون تقديمه أي إشعار مسبق إلى صاحب العمل نتيجة أي من الأسباب التالية: الإهانة الخطيرة من جانب صاحب العمل أو مندوبه، المعاملة غير الأدمية والتي لا يمكن أن يتحملها الموظف من جانب صاحب العمل أو مندوبه، ارتكاب صاحب العمل أو مندوبه أي جريمة/ مخالفة. ويتعين على صاحب العمل في مثل هذه الحالات أن يتحمل تكاليف عودة الموظف إلى الفلبين.</p>
<p>b.1 The employee may terminate this Contract without just cause by serving one (1) month in advance notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall shoulder all expenses relative to his repatriation back to his point of origin.</p>	<p>ب.1 قد يقوم الموظف بإنهاء وفسخ العقد من دون أي سبب عادل بموجب تقديمه إلى صاحب العمل إشعاراً كتابياً مسبقاً قبل شهر واحد (1) من ذلك.</p>
<p>c. Termination due to Illness: Either party may terminate the contract on the ground of illness, disease or injury by the employee. The employer shall shoulder the cost of repatriation.</p>	<p>ت. إنهاء وفسخ العقد بسبب المرض: قد يقوم أي من الطرفين بإنهاء وفسخ العقد نتيجة مرض أو إصابة الموظف. سوف يتحمل صاحب العمل تكاليف سفر وترحيل الموظف إلى الفلبين.</p>
<p>15. Settlement of disputes: All claims and complaints relative to the employment contract of the employee shall be settled in accordance with the Company policies, rules and regulations. In case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/ Consulate nearest the job site or any competent or appropriate government body in the country of destination or in the Philippines if permissible by the country of destination laws at the option of the complaining party.</p>	<p>15. تسوية النزاعات: في حالة وجود أي ادعاءات أو شكاوى تتعلق بعقد توظيف الموظف فسوف يتم تسويتها طبق سياسات وقواعد ولوائح الشركة. وفي حالة طعن الموظف في قرار صاحب العمل، فسوف يتم تسوية النزاع بشكل ودي بمشاركة من ملحق من السفارة عن العمل أو أي مندوب آخر مفوض من قنصلية/ سفارة الفلبين أو أي هيئة حكومية معنية قريبة ومناسبة في بلد الإقامة أو في الفلبين في حالة إذا سمحت قوانين بلد الإقامة بذلك بحسب ما يراه الطرف مقدم الشكوى.</p>
<p>16. The Employee shall observe Employer 's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.</p>	<p>16. يتعهد الموظف بالالتزام بقواعد الشركة وبالقوانين ذات الصلة للدولة المضيفة واحترام تقاليدها وعاداتها.</p>
<p>17. Applicable Law: Other terms and conditions of employment, which are consistent with the above provisions, shall be governed by the pertinent laws of the Philippines or the Kingdom of Bahrain.</p>	<p>17. القانون المطبق: أي أحكام وشروط أخرى تتعلق بالأحكام المذكورة أعلاه، تخضع لقوانين الفلبين أو مملكة البحرين.</p>
<p>In witness thereof, we hereby sign this contract this.....day of....., .....at Manila, Philippines,</p>	<p>إثباتاً لما سبق، فقد قمنا بالتوقيع على هذا العقد في يوم ..... من شهر ..... الموافق عام ..... بمانيلا، الفلبين.</p>
<p>.....</p>	<p>.....</p>

Employee	توقيع الموظف
Employer	توقيع صاحب العمل
Philippine Representative (Licensed Recruitment Agency)	توقيع ممثل الفلبين (وكالة التوظيف المعتمدة)
Kingdom of Bahrain Representative (Licensed Recruitment Agency)	توقيع ممثل مملكة البحرين (وكالة التوظيف المعتمدة)

**(use company letterhead)**

\_\_\_\_\_  
(Date)

## **CONTINGENCY PLAN**

I, \_\_\_\_\_ (name of employer), \_\_\_\_\_ (position), wish to convey this contingency plan related to the recruitment of the Filipino worker who shall be employed on the renewable period of \_\_\_\_\_ contract under the \_\_\_\_\_ (name of company). This plan covers the remedial measure that should apply in the event of any contingency (i.e. natural calamity, man-made disaster and war).

In the course of any impending contingency, we shall strive our best to repatriate the employees to their point of origin at the soonest possible time via safe course of travel.

If repatriation measure is not possible as prompted by the prevailing circumstances that may occur, I shall provide continuous support to the employees (i.e., food medicines, clothing and safe shelter) and constant communication with the update of their living condition to their families in the Philippines.

Our company shall provide a personal accident insurance with a reputable insurance company in the Kingdom of Bahrain in favor of the employee that will cover benefits for their beneficiaries during their employment.

AND BY VIRTUE OF THIS LETTER, our company pledge to give the employee reasonable treatment for their well-being in accordance with the job contract.

\_\_\_\_\_  
(Employer)

## SWORN STATEMENT

I, \_\_\_\_\_, of legal age, single/married, Filipino citizen, with address at \_\_\_\_\_ (complete address in Bahrain), after having duly sworn to in accordance with law, depose and say that:

1. I arrived in the Kingdom of Bahrain for the first time on \_\_\_\_\_ on (visit/work) visa with \_\_\_\_\_ as my (sponsor/ employer);
2. Thereafter, I was able to (obtain/transfer) employment on my own with (name of company /employer) \_\_\_\_\_ to work as (skill/position) \_\_\_\_\_ for a contract duration of \_\_\_\_\_ with a salary of \_\_\_\_\_
3. I came to know my new employer through \_\_\_\_\_
4. I have started employment with my new employer and is returning to the said employer after my intended vacation;
5. As proof of my existing employment with \_\_\_\_\_, I am submitting one of the following documents:  
\_\_\_\_\_ valid employment contract/Offer of employment  
\_\_\_\_\_ Certificate of Employment  
\_\_\_\_\_ pay slip  
\_\_\_\_\_ valid company identification card  
Other documents: \_\_\_\_\_
6. Having entered into an employment contract on my own without prior verification from POLO-Bahrain, I fully understand that in case of contractual default or breach of contract by my employer, my only recourse is to file my claim/ complaint before the Bahrain Ministry of Labor/ Labor Courts to enforce the terms and conditions of my employment contract against my foreign employer with the assistance of the Philippine Overseas Labor Office-Bahrain (POLO-Bahrain);
7. I declare and certify that I have read the provisions of my employment contract and I have fully understood the terms and conditions thereof.

**IN WITNESS WHEREOF**, I am affixing my signature hereunder this \_\_\_\_ th day of \_\_\_\_\_, 2019 at Manama, Kingdom of Bahrain.

Signature over Printed Name  
Affiant

SUBSCRIBED AND SWORN to before me at Manama, Kingdom of Bahrain this \_\_\_\_ th day of \_\_\_\_\_, 2019.

**VICENTE M. CABE**  
Labor Attaché

## **AFFIDAVIT OF UNDERTAKING**

I, \_\_\_\_\_ of legal age, in capacity as \_\_\_\_\_ with office address at \_\_\_\_\_, Kingdom of Bahrain holding CPR NO. \_\_\_\_\_ after having been subscribed to an oath, depose and say:

- That the Insurance Coverage so mentioned including the application for the driver's license shall be facilitated and corresponding provisions/fees be paid by the employer;
- That the employment contract shall be included the provisions that the Filipino drivers shall be covered by accident insurance and the vehicles they drive by Comprehensive of Third Party Liability (TPL) Insurance;
- That for the meantime, the drivers are securing license, their salaries and allowances shall be continuously be given to them from their time of arrival at the jobsite;
- That the employer shall pay the repatriation cost in case the driver fails the driver's test.

IN WITNESS HEREOF, I am affixing herein my signature this \_\_\_ day of \_\_\_\_\_ 2018 in the Kingdom of Bahrain.

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Signature of Employer