



POLICY BRIEF #2

PROMOTING THE RIGHTS OF WOMEN MIGRANT WORKERS THROUGH EMPLOYMENT CONTRACTS

For Women Migrant Workers from South Asia

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Since 2001, UN Women's Regional Programme on Empowering Women Migrant Workers in Asia has advocated for the protection and promotion of the rights of women migrant workers in Asia and the Pacific. UN Women works to ensure that women migrant workers contribute to sustainable development and benefit from reduced social and economic inequality through decent work and safe migration, focusing on three key areas:

1. We work with governments and regional bodies to ensure that labour and migration policies promote and protect the right of all women to safe migration and decent work, free of discrimination and exploitation;
2. We work with government, private sector, and recruitment agencies to ensure that women workers have increased access to gender-responsive information, procedures, training, services and justice; and
3. We convene, mobilize and invest in women workers so that governments, employers, and community members understand, recognize and value women migrant workers' rights and contributions.

This policy brief series forms part of the regional *Empowerment of Women Migrant Workers in South Asia through Implementation of Standard Terms of Employment* project, supported by the Swiss Agency for Development and Cooperation (SDC). Implementation for this project is from May 2015 to June 2019, with the overall goal to protect and promote the rights of women migrant workers through improved terms of employment, with a focus on women migrant workers from Bangladesh, India, Nepal, and Sri Lanka who are migrating or are based in countries of destination in the Middle East.

This policy brief series was developed by UN Women Regional Office for Asia and the Pacific, by Jenna Holliday and Sally Barber. Some good practices and evidence were drawn from the Multi-Country Assessment on Women Migrant Workers and the Use of Standard Contracts, undertaken by Mary-José Tayah, Yuko Hamada and the International Organization for Migration (IOM) as part of the Empowerment of Women Migrant Workers in South Asia through the Implementation of Standard Terms of Employment project.

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Rights-based, gender-responsive employment contracts are a key tool for ensuring women migrant workers are able to exercise their right to decent work and safe migration. In the absence of comprehensive legislative protection, the rights of women migrant workers to decent working and living conditions, and access to justice, are to a significant extent established through employment contracts. While the contracts currently in place provide some level of protection, there is a persistent gap between existing contracts and international laws and standards. These gaps are linked to disproportionate rates of labour exploitation, abuse and trafficking affecting women migrant workers. The need for clarity on key principles for rights-based contracts has gained increased attention in recent years.

This Policy Brief series contributes to this dialogue by identifying principles and standards to ensure comprehensive and effective employment contracts for women migrant domestic workers. This Brief, the second of the series, identifies and compares existing contract provisions in the South Asia-Middle East corridor, and summarizes gaps in protection in line with common right violations reported by women migrant workers themselves. It makes recommendations on addressing these gaps by creating enforceable rights-based, gender-responsive employment contracts.



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The issue

Women make up a significant proportion of workers migrating from South Asia to work in the Middle East region. When labour migration is responsive to the needs of women migrant workers, it brings social, political and economic gains for individual women and contributes to sustainable development in countries of origin and destination. When women's labour and human rights are not protected, the benefits of migration are less likely to be realized for individual women migrant workers, their employers and for countries of origin and destination.

Women migrant workers are frequently employed under limited labour laws and regulations, or without legal protection entirely. Women are more likely than men to be employed in sectors which are excluded from labour laws, in particular domestic work.

This leaves migrant domestic workers without legislative protection commensurate with other occupations regarding working hours, leave, wages and freedom of movement and association. Women migrant workers are also often excluded from social protection, and in some countries of destination pregnancy can be grounds for deportation.¹ A lack of comprehensive protection under labour laws means women migrant workers are unable to benefit from labour inspections and other mechanisms that monitor working conditions and are without access to complaints mechanisms or dispute resolution when things go wrong.

The practice of tying visas for migrant workers to a specific employer can increase risks to workers, especially where there are no agreed conditions for termination of employment or repatriation of the worker. It is common for contracts to be changed or substituted on the worker's arrival in the country of destination, meaning that the actual living and working conditions may in reality be less favourable than the terms offered during recruitment.

As a consequence, women migrant domestic workers report often working long hours for low pay with little control over their living and working environment. The absence of policies and practices to regulate working conditions, and limited access to services, information or justice mean that women migrant workers, especially domestic workers, are at risk of exploitation and abuse.

Defining the rights of migrant workers to employment contracts

The rights of migrant workers in relation to employment contracts are partially established through international agreements.

- **The International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families (1990)** guarantees the right of migrant workers to raise complaints when the terms of their contracts are violated.

- **The International Labour Organization (ILO) Migration for Employment Convention, 1949 (No. 97)** compels Member States to maintain “a system of supervision of contracts of employment”, including: maintaining a copy of the contract of employment; ensuring contracts contain provisions that indicate the conditions of work including remuneration offered; and ensuring that migrant workers receive a written document prior to departure providing information regarding general living and working conditions and occupational category (Article 6).
- **ILO Domestic Workers Convention, 2011 (No. 189)** requires that domestic workers are informed of the terms and conditions of employment in an appropriate, verifiable and easily understandable manner, preferably through written contracts in accordance with national laws, regulations or collective agreements. Article 7 specifies minimum requirements to be included in domestic workers’ employment contracts. Article 8 states that the contract of employment must be enforceable in the country where the worker will be employed and calls for Member States to cooperate to ensure these provisions are applied effectively.

ILO Domestic Workers Convention, 2011 (No. 189) Article 7 specifies contracts must include:

- a) the employer’s and worker’s name and address
 - b) the address of the usual workplace/s
 - c) the starting date and duration of employment
 - 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;
 - k) terms and conditions for termination of employment, including period of notice for the worker or employer.
- **The Convention on the Elimination of All Forms of Discrimination against Women (CEDAW)**, ratified by all common destination countries in the Middle East,² guarantees all women, including migrant workers, the right to equal employment opportunities, equal remuneration and benefits, equal treatment and access to social security including paid leave (Article 11).

Memoranda of Understanding (MOUs) versus Bilateral Labour Agreements (BLAs)

Both MOUs and BLAs are bilateral agreements between countries. BLAs are binding while MOUs are non-binding.

Standard Terms of Employment (STOEs) or model contracts that are annexed to MOUs are therefore also non-binding. This means that when employers do not use, or abide by, the STOE, countries of origin have little or no recourse unless principles in the STOEs are also enshrined in the law of the country of destination.

When STOEs are annexed to BLAs, however, parties can pursue financial or administrative sanctions if the terms are violated.

There are no BLAs active in South Asia-Middle East corridors.

- **Committee on the Elimination of Discrimination against Women (CEDAW Committee) General recommendation No. 26 on Women Migrant Workers** provides that migrant workers must be issued with legally valid contracts, with access to labour laws, wage and hour regulations. Paragraph 14 highlights the link between the lack of protections available to domestic workers under national laws and employment contracts, and excessive working hours without overtime payment.
- The importance of a stakeholder-led approach to designing sector-wide bilateral, regional and multilateral consensus on employment contract standards is reflected in the **Global Compact for Safe, Regular and Orderly Migration (GCM)**, which calls for Member States to:
 - Establish partnerships with all relevant stakeholders, including employers, migrant workers’ organizations and trade unions, to ensure that migrant workers are provided written contracts (Article 6 (d))
 - 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 (Article 21 (a)).

Protecting the rights of migrant workers through employment contracts

Given the gaps in legal protections for migrant workers, rights-based contracts that respond consistently and effectively to the needs of workers and employers are essential. To translate established international standards into real world protections, improved guidance and agreement on contract conditions for women migrant workers has been raised consistently as an issue of concern by labour migration stakeholders including Governments, trade unions, recruitment agencies and civil society organizations in countries of origin and destination.³

Many countries have sought to establish minimum terms of employment through the use of STOE s and model contracts. STOE s can be used to guide or define employment contracts and can improve employment conditions in lieu of legislative protection.

What are Standard Terms of Employment?

STOE s are contract templates that are variously established:

- a) by countries of destination as a binding or guiding template especially for recruitment agencies and employers;
- b) by countries of origin as a binding or guiding template especially for recruitment agencies and workers;
- c) through bilateral negotiation between countries of origin and destination, in which case they are typically annexed to the BLA or MOU.⁴

Not all BLA s or MOU s contain STOE s or model contracts. Some may only contain overall information or commitments that guide what should be included in employment contracts.

Because domestic work is usually not comprehensively covered by legal frameworks, STOE s can play an important role in establishing sector-wide standards, including defining the parameters of the work itself, as well as hours, wages, leave and other conditions. STOE s can establish protocols in the event of a dispute or when the employer or worker is seeking to terminate the employment relationship.



Photo: UN Women/ANINDIT ROY-CHOWDHURY

Inflows of women migrant domestic workers to the Middle East are dynamic, with workers coming from various countries across East and South Asia, as well as Africa. Because STOE s and employment protections enshrined in MoU s and BLA s are established bilaterally, women may work under contracts or protections that are specific to their country of origin, their means of recruitment and other variables.

To realize the full potential of STOE s, contracts must consistently and effectively enhance protections for women migrant domestic workers. This can be achieved by aligning STOE s with international norms and standards.⁵ Ensuring STOE s are fully socialized with key actors – for example employers and recruitment agencies – is also critical for translating policies into practice.

Building the accountability of recruitment agencies to women migrant workers

In Bangladesh, Article 22 of the Overseas Employment and Migrants Act (2013) expressly names the recruitment agency as the agent of the employer, making them jointly and severally liable for problems arising from the contract. Bangladesh is also developing a database of sanctioned or blacklisted agents.

Some key protection gaps

In 2016, UN Women in collaboration with Migrant Forum in Asia undertook initiated a participatory process to analyse key protection gaps as identified by women migrant domestic workers themselves. To complement this work, UN Women commissioned the International Organization for Migration (IOM) to analyse existing STOE and model contracts, with a focus on Sri Lanka and Bangladesh in South Asia; and Lebanon, Kuwait and Jordan in the Middle East, in line with international standards on labour and gender rights, and good practices. This brief distils those findings to support countries of origin and destination in the development and review of national policies, STOE, BLAs and MOUs.

The findings from this process are summarized in a table below, including common protection requirements identified by women migrant workers, and protections required under international laws and standards. It also provides an analysis of compliance of existing STOE with international standards, as well as the extent to which the STOE address identified protection needs. The table also shows where these protections are provided for in law. The STOE included in the analysis apply to migrant domestic workers in Jordan, Lebanon, Kuwait and Saudi Arabia.

Standard contracts used in Lebanon and Saudi Arabia meet the basic requirements for domestic workers' contracts established in Article 7 of ILO Convention No. 189. Contracts from Jordan and Kuwait have some notable omissions. The contract for Kuwait is not clear on the address of the workplace; and the contract for Jordan does not include provisions for normal hours of work or annual leave.

In all five countries studied, contract-based and legislative protections fell short of enshrining the full suite of rights and comprehensive protections guaranteed to women migrant workers through General recommendation No. 26 of the CEDAW Committee, and ILO Convention No. 189. Substantive gaps are explained below.

Detailed information about the type of work to be performed: The standard contracts reviewed each refer to the job title as a generic way of describing the work but do not provide details of the type of work. ILO Convention No. 189, Article 7, requires that contracts provide information on the type of work to be performed. Domestic workers perform various tasks according to their skills and the needs of their employer which could include cleaning the house, cooking, washing and ironing clothes, taking care of children, elderly or sick member(s) of the family, gardening, guarding the house, driving for the family and taking care of household pets. None of the contracts analysed included this level of detail. A good practice to address this is to provide information on how many members of the family there are and how big the house is to assist with defining the scope of work and workload.

Safeguarding daily rest: All of the contracts include some provisions for daily work and daily rest, but in some cases, the provisions do not fully comply with international standards. ILO Convention No. 189, Article 10, requires Member States to take measures towards ensuring equal treatment between domestic workers and workers generally with regards to normal hours of work and rest periods. For example, in Lebanon, the contract provides for 10 consecutive hours of work per day. For a six-day week, this could mean working up to 60 hours per week. This exceeds the national Labour Law's maximum work week of 48 hours.

Freedom of movement: Freedom of movement is a fundamental right.⁶ The International Convention on the Rights of All Migrant Workers and Members of their Families affirms that “[m]igrant workers and members of their families shall have the right to liberty of movement in the territory of the State of employment and freedom to choose their residence there.” For workers who work and live in the same place, the ability to freely leave that place during non-working hours is critical. However, domestic workers often have their freedom curtailed both in law and in practice. The standard contract in Jordan includes a clause that prohibits the worker to leave the workplace without the employer's permission. The other contracts and laws analysed are silent on this issue, rendering it likely that freedom of movement is in practice determined by the employer.

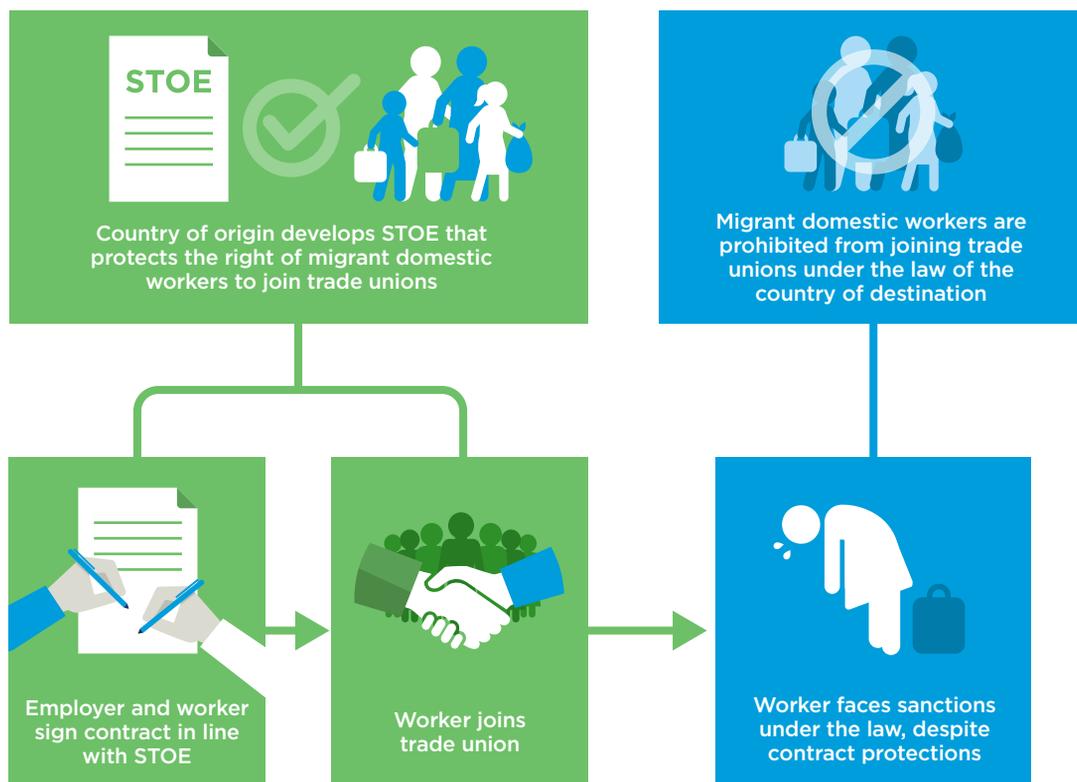
Right to keep passports and documents: The right of workers to hold on to their passport and documents is fundamental to identity, freedom of movement and protection from forced labour.⁷ This right should be protected under the law for all citizens and non-citizens in a country, supported by systems for monitoring and prosecution. In the absence of legislation, however, STOE can provide workers with increased assurance that this right will be protected. Of the contracts analysed, all except Lebanon’s provide the worker the right to keep hold of their passport or documentation. In Kuwait, this right is additionally protected by the Ministerial Decree relating to domestic workers, which prohibits employers from keeping the workers’ documentation.

Ensuring STOE are enforceable

While enshrining employment conditions through STOE enhances consensus on protections, the law of the country of destination is the prevailing accountability framework. This means there are challenges in enforcing conditions set through STOE that are not supported by the law of the country of destination.

STOE can strengthen protections by managing conditions within the scope of the employment relationship between workers and employers (and in cases of several liability, with recruitment agencies). While some fundamental rights may not be protected in the laws of a country of destination, before attempting to protect this right through STOE, careful consideration needs to be given to the enforceability of the contract.

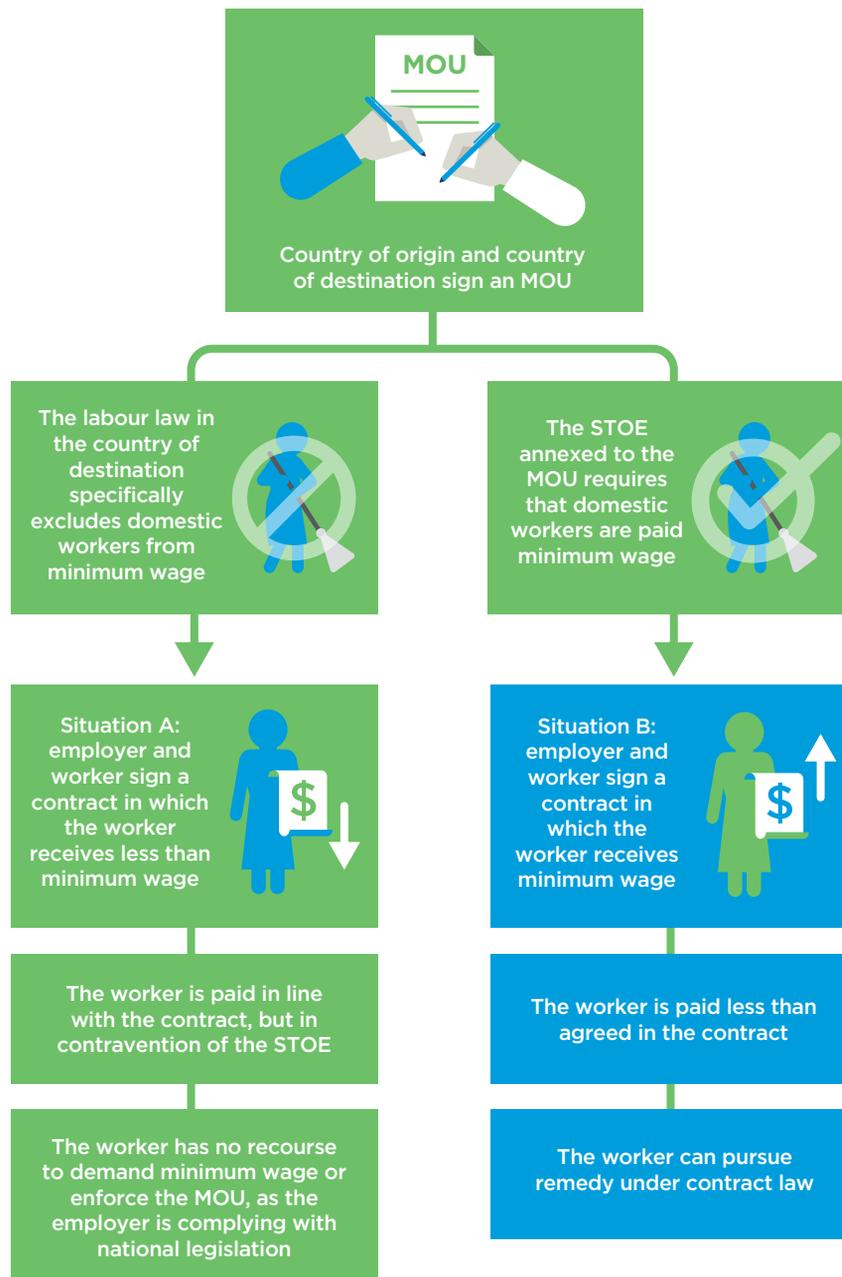
Example 1: Standard terms that relate to a clause that is outside of the control of an individual employer



In this scenario, the issue of whether a migrant worker has the right to join a trade union is not within the control of the employer, and the country of origin’s STOE cannot override the law in the country of destination, although including this right in the contract may still assist in guiding the employer to respect this fundamental right.

Example 2: Standard terms that are not protected by law but may be enforceable against an individual employer

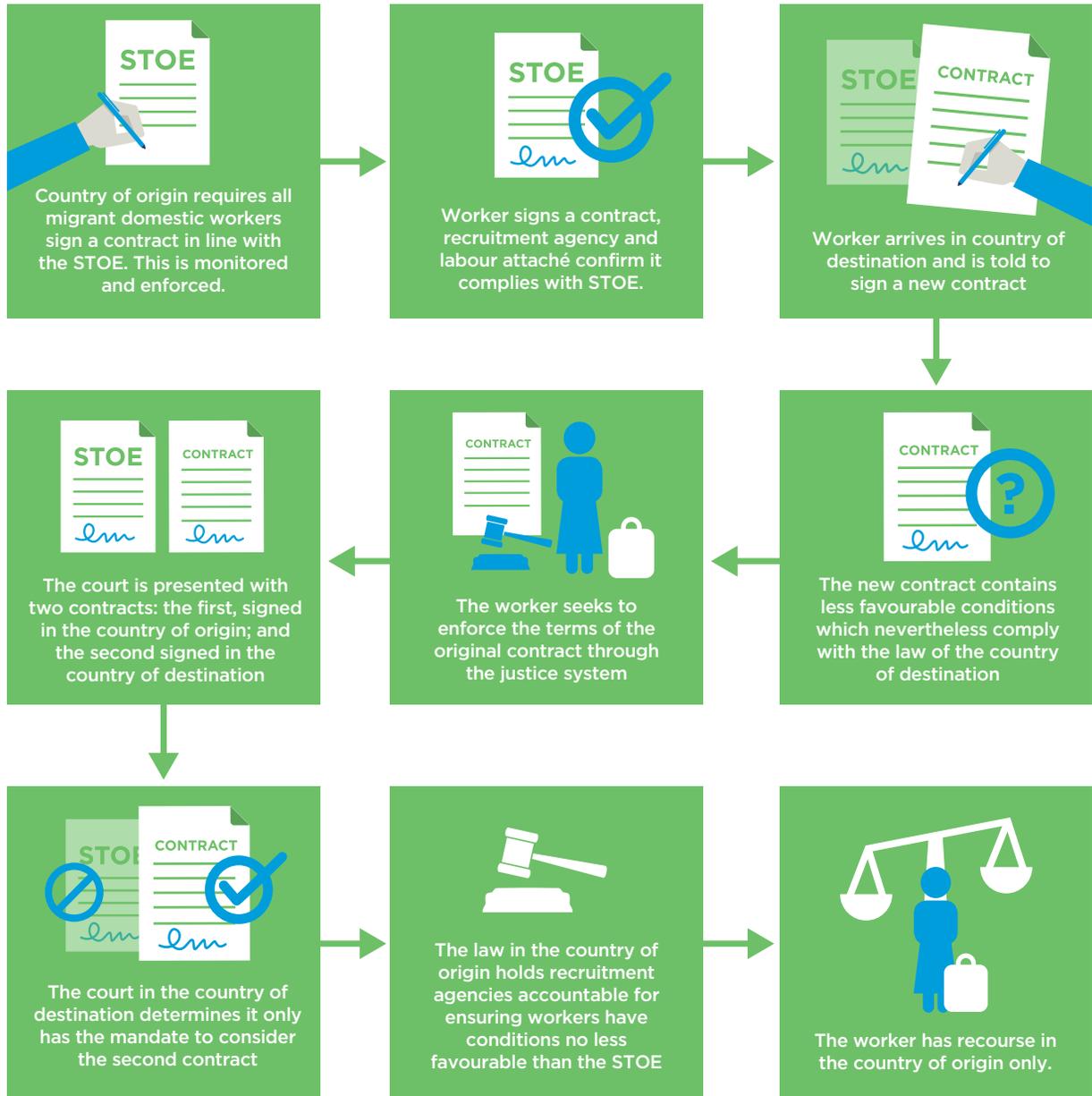
There are also examples where agreement to STOE that are not supported by the laws in country of destination, can still create a legally enforceable contract.



In this scenario, including minimum wage protections in the STOE is an effective way to address gaps in legislative protection in countries of destination, by providing recourse to the worker through contract laws.

Example 3: The situation of contract substitution

Standard contracts developed and agreed to within the country of origin, can also be overridden by the practice of contract substitution:



Country of Origin C requires that all women migrants sign terms aligned with their STOE for work abroad. The migrant worker signs a contract with these terms and migrates to Country of Destination C to start work. Once with the recruitment agency in Country of Destination C, the worker is told that they need to sign a new contract. The worker signs the contract, which includes terms and conditions that are less favourable than the original but which align with the law in the Country of Destination. The worker seeks to enforce the terms from the original contract. In this situation, it is likely that, where courts are presented with two contracts, the first signed in a third country and the second signed subsequently in the country of the court's jurisdiction, they will determine that they only have the mandate to consider the second contract. If, however, the law of Country of Origin C provides that recruitment agencies be accountable to ensuring that workers secure terms no less favourable than those set out in the STOE, the worker may have recourse against the recruitment agent.

Photo: UN Women/SNIGDHA ZAMAN



Example 4: Contract renewals on less favourable terms

In situations where the signed contract aligns with the STOE and is respected by both parties, the renewed contract may have less favourable terms.

In this scenario, the worker and employer both respect conditions guaranteed in the STOE during the first phase of employment. They seek to renew the contract at the end of the initial term. In the new contract, the employer imposes less favourable terms, although they are still in line with the law of the country of destination. The worker can choose to not renew the contract and return home to start the process of recruitment again. However, this is a time-consuming and costly process during which they will be unlikely to have any income. In these circumstances, it is common for workers to accept the new terms.

Strengthening links between laws and contracts

These select examples demonstrate that, while STOE are one tool for protecting and promoting the rights of workers, they will not always be able to close gaps in the law in countries of destination. In addition to enhanced protections through STOE, workers should be equipped with knowledge of the laws of the country of destination.

Avoiding contract substitution

Addressing the practice of contract substitution is a key challenge in implementing STOE. Some methods of preventing contract substitution are described in this section.

Making recruitment agencies legally liable for employment conditions in line with the original contract: In Bangladesh, the Overseas Employment Act 2013 provides that the recruitment agent is responsible for ensuring the contract stipulates minimum terms. The recruitment agency is also jointly and severally liable under that contract as the agent for the employer. This means even if a worker is forced to change contracts, recruitment agencies remain liable under the original terms. For such systems to be fully effective support must be provided to recruitment agencies to develop systems to effectively monitor conditions in countries of destination and to provide support directly to workers when it is required.

Introduce transparent and accessible online repository systems that host the original contract: The practice of contract substitution can be mitigated by introducing systems to track employment agreements. Such systems hold the details of the agreed contract in an online repository, accessible to recruitment agencies, labour attachés and relevant ministries and departments. Should a worker or their representative have a complaint about contract substitution or seek to enforce the terms of their original contract, these repositories can provide evidence of the original agreement.⁸

Increase awareness of contract substitution among workers, including who to contact in the event of contract substitution: Economic and other constraints can compel women migrants to knowingly agree to sign a contract in the country of origin that will be substituted in the country of destination. Not only does this result in the worker agreeing to less favourable terms, it can also impact on the worker's immigration status if the contract and visa information do not align. Making the workers aware of these risks can help to prevent them from engaging in these practices.

Empowering women migrants to understand, negotiate and document their conditions:

Pre-departure orientation increasingly includes information about the laws, culture and expectations of the country of destination. Workers can better protect themselves if they are also supported

to develop skills to act upon this information. Improving the capacity of workers to negotiate and document their living and working conditions empowers them to actively safeguard their rights throughout the migration cycle. This could include the following types of soft skills training:

1. Confidence, conflict management and negotiation skills;
2. Understanding and analysing contracts, including those signed with employers, recruitment agencies and financial services providers;
3. Documenting rights violations to ensure claims are supported by evidence;
4. Reporting on rights violations through justice systems, and through policy review and treaty review processes.

These types of skills trainings are sometimes provided by trade unions, workers' associations and civil society organizations.

Using STOE to advocate for better conditions

If STOE establish higher standards than those applied in practice in countries of destination, the STOE can still be used as an effective advocacy tool, in the following ways:

1. Governments, international development partners, civil society, trade unions, women migrants and their representatives can use STOE to inform advocacy campaigns, reaching employers and the wider public (as peers of employers of domestic workers), to establish a "gold standard" of employment practices through application of STOE.
2. International development partners can use STOE as the basis to develop codes of conduct for employers in particular sectors (especially domestic work).
3. Countries of origin and destination can use STOE as the guiding tool during MoU and BLA negotiations.
4. Government and non-governmental partners can use STOE to guide efforts to strengthen legislation, focusing especially on elements that cannot be unilaterally determined by an employer – for example, ensuring women migrant domestic workers have access to the same labour laws and protections as national workers; the right to join trade unions; and access to public healthcare systems. Regional consultative processes such as the Colombo Process and Abu Dhabi Dialogue are useful platforms for collaboration on these issues.

Protection outside of the contract

The application of contract terms is largely determined by the parties to the contract. Using the legislative framework as a baseline, parties to the contract can determine the hours and wages of the worker, to the extent that they are equal to or greater than wages set by law.

The right to join and form trade unions and access to national social protection schemes and protections during pregnancy may be in whole or part determined outside of the employment contract. While an employer can voluntarily provide maternity leave with pay, they are unable to unilaterally override a national policy which subjects pregnant women migrants to deportation. Similarly, the employer cannot override national laws that prevent migrants from accessing public health schemes. As a result, some rights and protections may be more effectively addressed through national legal and policy review.

- **Access to or portability of social protection:** Where migrant workers or domestic workers are excluded from social protection schemes or are unable to transfer benefits to their country of origin, MOUs or BLAs can be used as a tool to facilitate inclusion in national schemes and/or transfer of benefits. In some cases, Governments, civil society or trade unions provide low-cost contributory schemes, such as migrant welfare schemes and/or group insurance to help fill this gap. Pre-departure information and training can also support migrant workers to understand the risks of migrating into a situation without social protection coverage.

- **Organizing and collective bargaining:** Incorporating the right to join or form trade unions and associations into MOUs and BLAs is an important complement to employment contracts. In some cases, trade unions themselves enter bilateral agreements with counterparts in countries of destination, who commit to provide services and support to workers in lieu of formal membership. Migrant worker associations may be formed as a precursor or alternative to trade unions, providing women migrant domestic workers with information and support. Such associations are increasingly using online spaces to further develop these networks.

Improving trade union protection through MOUs

In 2009, trade unions in Bahrain entered a bilateral agreement with trade unions in Sri Lanka, to improve trade union protection; coordinate activities between trade unions in the two countries; campaign for ratification of relevant conventions; and address migrants' occupational health and safety and housing concerns. Importantly, the agreements call for gender equality, including equality of treatment and non-discrimination.

- **Maternity leave and benefits:** Many countries of destination have no provision for maternity leave or access to maternity care for migrant workers and in some countries, pregnancy is grounds for deportation. CEDAW Article 11 prohibits sanctions and dismissal on the grounds of pregnancy and maternity leave; and calls for the introduction of maternity leave with pay or comparable benefits. New investments in research, dialogue and policy recommendations around this issue is needed to develop viable options for implementation of this right for women migrants, including through employment contracts.



Photo: UN Women/ANINDIT ROY-CHOWDHURY

Recommendations

1. As a priority recommendation, countries of destination should provide migrant workers and domestic workers the full protection of the labour law, with access to the same terms and conditions of employment as nationals across all sectors of work, in line with international standards.
2. Governments in countries of origin and destination should work together to eliminate the practice of contract substitution and sanction those agents and employers found to be engaging in it.
3. Regional Consultative Processes can be used to strengthen consensus on STOE for migrant women and domestic workers, as an important element of MOUs, BLAs and regional agreements.
4. Countries of origin should increase accountability of recruitment agencies regarding employment conditions of workers through the use of joint and several liability in employment contracts signed before departure; noting the importance of working to build the capacity and systems of recruitment agencies to be able to comply.
5. Countries of origin should introduce and promote the use of transparent online contract repositories, as a method for workers to evidence their contractual agreements when raising complaints or in situations of contract substitution. This can also be a tool for labour attachés and recruitment agents to use to monitor employment conditions.
6. Governments, development partners, recruitment agencies and civil society partners should work to empower migrant workers before and during migration to be agents of their employment by (1) improving their awareness of contract substitution and its potential, direct detrimental impact; and (2) increasing their capacity to understand, negotiate, document and report on employment conditions in line with the protections guaranteed in law, and within relevant STOE, MOUs and BLAs.

1. In Lebanon pregnancy is grounds for deportation for women migrants; in the United Arab Emirates, domestic workers are excluded from Federal Law 10 which details maternity rights. In Kuwait and Saudi Arabia, while there are provisions for medical insurance, these do not include coverage for maternity.
2. CEDAW has been ratified by all United Nations Member States in the Middle East and North Africa region, with the exception of Iran.
3. UN Women organized the Asia-Gulf States Regional Dialogue on Standard Terms of Employment for Migrant Domestic Workers on 3–4 December 2013 in Colombo, Sri Lanka. Draft models of STOE s developed in partnership with the Government of Sri Lanka were presented and discussed by participants. UN Women compiled employment contracts used by countries of origin and countries of destination in GCC for domestic workers.
4. https://www.ilo.org/wcmsp5/groups/public/---ed_protect/---protrav/---migrant/documents/publication/wcms_385582.pdf
5. Ibid, p. 46.
6. The right to freedom of movement is guaranteed through Article 13 of the Universal Declaration of Human Rights, and Article 12 of the International Covenant on Civil and Political Rights.
7. The International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, 1990, Article 21 prohibits anyone, other than a public official duly authorized by law, to confiscate, destroy or attempt to destroy identity documents.
8. The Government of India has recently piloted e-recruitment systems whereby migrant worker contracts are logged electronically in the country of origin and referred to by authorities in the country of destination.

Table A. Comparison of rights-based, gender-responsive employment contract provisions and existing STOE and laws

STOE element	Normative support	Lebanon (Standard Contract/ Law ⁱ / Sri Lanka contract ⁱⁱ)	Jordan (Standard Contract/ Law ⁱⁱⁱ)	Kuwait (Standard Contract/ Law ^{iv})	Saudi Arabia (Standard Contract ^v / Laws)
Name and address of the employer and of the worker	C189 Art 7	Included in standard contract	Included in standard contract	Included in standard contract	Included in standard contract
Address of the usual workplace or workplaces	C189 Art 7	Stated as employer's residence	Stated as employer's residence	Provision of this is unclear.	Specific address included in contract.
Starting date and, where the contract is for a specified period, its duration	C189 Art 7	Required in standard contract Two years' duration - no start date	Required in standard contract	Required in standard contract	Required in standard contract
Period of probation or trial period, if applicable	C189 Art 7	3 months required in standard contract	Not included in standard contract	Not included in standard contract	Not included in standard contract
Type of work to be performed (generic – domestic work)	C189 Art 7	Reference to generic category of work in standard contract	Reference to generic category of work in standard contract	Reference to generic category of work in standard contract	Reference to generic category of work in standard contract
Remuneration (minimum wage?), method of calculation and periodicity of payments	CEDAW GR26 26(b); C189 Art 7, 11, 12	Requirement to pay monthly wage (amount not specified) in standard contract	Requirement to pay monthly wage (amount not specified) in standard contract	Requirement to pay monthly wage (amount specified) in standard contract	Requirement to pay monthly wage (amount not specified) in standard contract
Normal hours of work and daily rest	CEDAW GR26 26(b); C189 Art 7	10 non-consecutive hours of work and eight continuous hours at night (standard contract) Not to exceed 12 hours, staggered, per day	Not included in standard contract	No longer than 12 hours work a day, breaks of one hour every five; eight hours rest	Nine hours uninterrupted rest (standard contract)
Paid annual leave, and weekly rest (24 hours) periods	CEDAW GR26 26(b); C189 Art 7, Art 10	One day per week; six days per year provided for in standard contract	Only the weekly rest day is mentioned in standard contract.	Contract provides for one full day of rest per week; annual leave to be paid but length not specified	One day per week; 30 days per two years provided for in standard contract.
Social security: end of service benefit; access to social security schemes; maternity leave; medical insurance	C189 Art 14	"No pregnancy" policy for migrant domestic workers in law. The Standard Contract for domestic workers provides that the employer guarantees medical care and provides medical insurance. Sick leave provided for one month.	Not included in standard contract	Employer to pay compensation for any work injury. Also, Ministerial Decree 68 provides that the employer paid medical treatment if injured on the job and compensation for job injuries.	Required in standard contract: Sick leave and medical costs.
Provision of food and accommodation, if applicable	C189 Art 7	Requirement in contract to fulfil worker needs in terms of food, clothing and accommodation, which respects privacy.	Requirement in contract to provide accommodation, meals, clothing and medical care	Requirement in contract to provide suitable accommodation equipped with the basic amenities for life; food and clothes.	Requirement in contract to provide suitable and sanitary living quarters as well as adequate food and clothing.

STOE element	Normative support	Lebanon (Standard Contract/ Law / Sri Lanka contract)	Jordan (Standard Contract/ Law)	Kuwait (Standard Contract/ Law)	Saudi Arabia (Standard Contract / Laws)
Freedom to communicate with family and friends		Allow worker to receive calls and correspondence	Contract prohibits employer from restricting worker's correspondence	Not included in standard contract	Worker allowed to freely communicate at own expense
Passport, visa, documentation	CEDAW GR26 26(b)	Not included in standard contract	No right to withhold passport or personal documents	No right to withhold passport or personal documents. Article 12, Ministerial Decree No. 68 of 2015 prohibits the employer from keeping any of the worker's documents such as passport.	Passport and documentation to remain in worker's possession
Occupational safety	CEDAW GR26 26(b), C189 Art 13	Not included in standard contract	Not included in standard contract	Not included in standard contract Article 41 and 42, Labour Law: sanitation, ventilation and lighting.	Not included in standard contract
Joining or forming associations/ unions	CEDAW GR26 26(b); C189 Art. 3, 18	Article 92, Labour Law prohibits some foreign workers from joining unions expressly denying the right to freedom of association for domestic workers	Not included in standard contract	No express provision exists that grants women migrant workers the right to organize and join trade unions	Not included in standard contract
Skills training and professional development		Not included in standard contract	Not included in standard contract	Not included in standard contract	Not included in standard contract
Dispute resolution/ settlement	CEDAW GR26 26(c); C189 Art 16	Standard contract includes provisions	Standard contract includes provisions	Contract includes provisions	Standard contract includes provisions
Terms and conditions relating to the termination of employment, including any period of notice	C189 Art 7	Standard contract includes provisions	Standard contract includes provisions	Standard contract includes provisions	Standard contract includes provisions
Terms of repatriation, if applicable	C189 Art 7	Standard contract includes provisions	Standard contract includes provisions	Standard contract includes provisions	Standard contract includes provisions
Freedom of movement	CEDAW GR26 26(d); C189 Art 3	Not included in standard contract	Standard contract restricts freedom of movement. The worker may not leave the workplace without the employer's permission	Not included in standard contract	Not included in standard contract

- i. As per Unified Contract Decree No. 19/1 dated 31 December 2009.
- ii. Specifically related to Sri Lankan domestic workers in Lebanon.
- iii. As per Jordanian Labour Law and Regulation No. (90) 2009; and Regulation No. (12) 2015.
- iv. Employment contract between domestic workers and sponsor, 2016.
- v. Specifically related to Bangladeshi domestic workers in Saudi Arabia.



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