

No. 3009

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND (ACTING
ON BEHALF OF NORTH BORNEO)**

**and
PHILIPPINES**

**Agreement (with annexes) concerning migration of Filipino
labor for employment in British North Borneo. Signed
at Manila, on 29 August 1955**

Official text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
18 November 1955.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD (AGISSANT
POUR LE COMPTE DU BORNÉO DU NORD)**

**et
PHILIPPINES**

**Accord (avec annexes) relatif à la migration de la main-
d'œuvre philippine en vue de l'emploi au Bornéo du
Nord britannique. Signé à Manille, le 29 août 1955**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
18 novembre 1955.*

No. 3009. AGREEMENT¹ BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, ACTING ON BEHALF OF NORTH BORNEO, AND THE REPUBLIC OF THE PHILIPPINES CONCERNING MIGRATION OF FILIPINO LABOR FOR EMPLOYMENT IN BRITISH NORTH BORNEO. SIGNED AT MANILA, ON 29 AUGUST 1955

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, ACTING ON BEHALF OF THE GOVERNMENT OF NORTH BORNEO, AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES,

HAVING CONSIDERED the desire of the Government of North Borneo to organise and facilitate the movement, in suitable numbers, of citizens of the Philippines, preferably Ilocanos, into North Borneo for employment and eventual settlement as permanent residents;

BEING DESIROUS of concluding an agreement for this purpose in a spirit of good neighbourliness between the Governments concerned and of arranging details of friendly co-operation;

HAVE AGREED AS FOLLOWS:

Article I

(i) The Philippine Government shall permit recruitment of Filipino migrants for employment in North Borneo.

(ii) Recruitment shall be arranged between the National Employment Service of the Philippines and the accredited agents of the employers designated and licensed for the purpose by the Government of North Borneo.

Article II

The contractual relations between the migrant labourers recruited through the National Employment Service and engaged by employers designated and licensed by the Government of North Borneo shall be governed by the terms of the written contract embodying the terms and conditions of employment. A detailed approved model contract is hereto annexed and incorporated herein by reference as part of this Agreement.

¹ Came into force on 29 August 1955, by signature, in accordance with article VII.

Article III

No migrant labourer shall, during the period of his contract be employed in any kind of work having connexion with the promotion, development and exploitation of the abaca industry.

Article IV

The Government of North Borneo shall ensure that its designated licensed employers shall provide the migrant labourers and members of their families with adequate medical attention, decent housing, hygienic living and working conditions and adequate educational and recreational facilities during the entire period of their employment.

Article V

In the application of laws and regulations concerning wages, hours of labour, collective bargaining, employer's liability, social security and other labourers' rights, the laws of North Borneo shall be applicable in all cases, provided that the North Borneo Government shall give an undertaking that before recruitment actually takes place legislation shall be enacted conferring on the workers benefits under Workmen's Compensation not less favourable than those at present received by them in the Philippines.

Article VI

The Government of North Borneo shall, within the limits allowed by its laws and regulations governing the export of currency, permit the transfer of such part of the earnings and funds of any migrant labourer as the latter may desire.

Article VII

This Agreement shall enter into force on signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the Agreement.

DONE in duplicate at Manila this 29th day of August 1955.

For the Government of the United Kingdom of Great Britain and Northern Ireland acting on behalf of the Government of North Borneo:

(Signed) George CLUTTON

[L.S.]

For the Government of the Republic of the Philippines:

(Signed) Carlos P. GARCÍA

[L.S.]

CONTRACT OF EMPLOYMENT

This CONTRACT OF EMPLOYMENT, made and entered into in the City of Manila, Philippines, on this day of, 19 .., by and between accredited agent of hereinafter referred to as the EMPLOYER, and, Filipino, of legal age, married/single/widower, and at present residing at, hereinafter referred to as the EMPLOYEE,

WITNESSETH: THAT

WHEREAS, the agent has been authorised by his (*name of Corporation*), whereby the former, in representation and in the name of the latter binds himself to accept all legal processes emanating from duly constituted Government Agencies and courts of competent jurisdiction of the Philippines, and as such, to engage Filipino laborers of various categories, skilled and unskilled, recruited through the NATIONAL EMPLOYMENT SERVICE for employment by his company, in the Colony of North Borneo under contracts entered into by and between the said representative and the said EMPLOYEE; and

WHEREAS, the EMPLOYER through his representative and the EMPLOYEE herein are cognizant of the AGREEMENT between the Philippine Government and the North Borneo Government;

NOW, THEREFORE, for and in consideration of the above premises and of the terms and conditions hereinafter set forth, the parties herein agree as follows:

Section 1

ASSIGNMENT OF WORK

The class of work for which the EMPLOYEE is engaged and which the EMPLOYEE accepts is that of It is understood that though the EMPLOYEE is engaged for the above designated class of work, he may be used at the option of the EMPLOYER in any other class of work, except those related or connected with the hemp industry, without reduction in pay; provided, that it is with the mutual agreement between the EMPLOYEE and the EMPLOYER; and provided, further, that when the EMPLOYEE is assigned to another job with better pay, the EMPLOYEE shall so receive the better pay.

Section 2

PERIOD OF EMPLOYMENT

a. The period of employment shall be two years for unmarried employees and married employees not accompanied by their families and three years for married employees accompanied by their families, subject to such number of renewals as may be agreed upon by both parties and approved by the authorities concerned.

b. It is agreed, however, that the EMPLOYEE may terminate his employment hereunder by giving the EMPLOYER notice, specifying the date on which he desires to terminate his employment, which date shall not be less than thirty (30) days from the date of

notice; on the other hand, the EMPLOYER shall not terminate the period of employment without giving thirty (30) days notice to the EMPLOYEE, with the approval of the North Borneo Government.

Section 3

WAGES AND HOURS

a. Wages shall be paid at the standard piece-work or daily rate applicable to the occupation at the place of employment. Persons employed on piece-work shall likewise receive the standard piece-work conditions, provided that each worker shall be guaranteed a minimum equal to the current time rate. The current time rate shall be taken to be the piece-work average taken over the preceding 30 days. The current piece-work conditions are as set out in the attached schedule.

b. The EMPLOYEE agrees to work on such hours and such shifts as may be required by the EMPLOYER in accordance with North Borneo legislation on the subject. All work, except piece-work, performed in excess of eight (8) hours per day or forty-eight (48) hours per week and all work performed on weekly holidays will be paid for at one and one-half ($1\frac{1}{2}$) times the wage rate above provided; provided that overtime work on prescribed holidays shall be paid at twice the ordinary rate.

Section 4

TRAVEL ARRANGEMENTS

a. Transportation of the EMPLOYEE and his family, if married, and his personal effects, and the cost of food and lodging shall be provided by the EMPLOYER from the place of recruitment. Emergency medical and dental care shall be provided by the EMPLOYER from the point of embarkation to the site of work, and upon completion of the period of service, the EMPLOYER shall provide the same facilities for their return to the place of recruitment.

b. No subsistence allowance shall be payable to workers, while being provided with transportation including food at the expense of the EMPLOYER, but subsistence allowance of two Malayan dollars for unskilled and four Malayan dollars for skilled workers a day shall be paid by the EMPLOYER to the EMPLOYEE while awaiting transportation between the place of recruitment and the place of employment. The allowance for all dependents shall be at the rate of two Malayan dollars per head.

Section 5

LIVING CONDITIONS

a. Free quarters with light and running water and laundry facilities, medical services and dental care, where available, shall be furnished without charge to

the EMPLOYEE by the EMPLOYER. It is understood, however, that housing facilities shall conform to standards established by the North Borneo Government and shall be periodically inspected by the North Borneo authorities.

b. Recreation and store facilities shall be made available to the EMPLOYEE at the place of employment.

c. The EMPLOYER shall provide facilities for remittance of earnings of the EMPLOYEE to the Philippines in accordance with exchange regulations.

Section 6

COMPENSATION DURING ILLNESS OR DISABILITY OR DEATH DUE TO ACCIDENT

The provisions of Article V of the Agreement shall apply in all matters covered by the said Article of the Agreement.

Section 7

TERMINATION OF EMPLOYMENT

a. If, prior to the completion of the term of the contract of employment, the EMPLOYEE quits or the Contract is terminated by the EMPLOYER for cause with the approval of the Commissioner of Labor of North Borneo, it shall be the responsibility of the EMPLOYER to provide the EMPLOYEE and his family, return transportation at the earliest possible date, including food and lodging to the point of recruitment.

b. On satisfactory completion of the term of the Contract, the EMPLOYEE and his family may elect with the approval of the North Borneo Government to accept from the employer a cash grant equivalent to the cost of repatriation to the place of recruitment in lieu thereof and to waive all further claims for repatriation at the expense either of the EMPLOYER or of the North Borneo Government.

Section 8

MEDICAL EXAMINATION

The EMPLOYEE, before departure, is to submit to the required physical examination, vaccination, inoculations as may be required by the EMPLOYER, it being expressly understood that satisfactory medical, vaccination and inoculation certificates are conditions precedent to this employment. It is further understood that all statements made by the EMPLOYEE in connection with the said medical examination shall be deemed material to and a part of this Contract and that any fraudulent misrepresentation by the EMPLOYEE in such statements shall relieve the EMPLOYER from any obligations under this Contract, except the obligation to return the EMPLOYEE and his family to his place of recruitment. All incidental preliminary expenses, such as medical examinations, vaccinations, inoculations, photographs, etc., will be paid by the EMPLOYER.

Section 9

VACATION LEAVE

After one year's service, the EMPLOYEE shall be entitled to receive one day's holiday with pay in respect of each month in which he has presented himself for work upon every working day.

EXECUTED at Manila, Philippines, in quintuplicate this day of
....., 195....

.....
(Employer)

ATTESTED:

.....
(Employee)

.....
(Commissioner, National Employment Service, Republic of the Philippines)

SCHEDULE

An average worker in the following industries working a full day on piece-work rates may expect to make the following earnings:—

	<i>Malayan \$</i>
<i>Rubber Planting:—</i>	
Tapping	4.00
Field-work	6.00
Weeding	4.50
Ditching	6.00
<i>Timber Industry:—</i>	
Fellers and haulers	6.00
Cross-cutters	6.00
Raftsmen	4.00
Rail gangmen	5.00
Sawyer	7.00
Saw-bench hand	4.50
Stackers	3.50
<i>Coconut Plantations:—</i>	
Field workers	4.50

It must be clearly understood that these figures are based upon the result of the work of a worker of average skill and diligence working an eight-hour day.