



International
Labour
Organization



INTERTWINED

A STUDY OF EMPLOYERS OF
MIGRANT DOMESTIC WORKERS
IN LEBANON



*A Study of Employers of Migrant
Domestic Workers in Lebanon*

INTERTWINED

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First published 2016

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FUNDAMENTALS, MIGRANT

Intertwined - An study of employers of migrant domestic workers in Lebanon / International Labour Office, Fundamental Principles and Rights at Work (FUNDAMENTALS); Labour Migration Branch (MIGRANT) - Geneva: ILO, 2016

ISBN: 978-92-2-131145-4 (Print); 978-92-2-131146-1 (Web PDF)

International Labour Office; Fundamental Principles and Rights at Work; Labour Migration Branch

domestic worker / migrant worker / working conditions / employers role / employers liability / recruitment / Lebanon - 13.11.6

ILO Cataloguing in Publication Data

NOTE

Funding for this ILO publication was provided by the European Union (Projects GLO/12/28/EEC & LEB/10/04/EEC), and the UK Department for International Development (DFID) (Projects GLO/13/53/UKM & RAS/13/55/UKM).

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Photocomposed by Dina Alwani, Lebanon

ACKNOWLEDGEMENTS

This study is the end result of good collaboration between the International Labour Organization, as represented by the ILO Regional Office for the Arab States and ILO Headquarters in Geneva; American University of Beirut (AUB); KAFA (enough) Violence & Exploitation; and Anti-Slavery International (ASI). It brought together four different ILO Branches: INWORK, MIGRANT, Gender, Equality and Diversity (GED), and Fundamental Principles and Rights at Work (FUNDAMENTALS), to tackle the overlapping themes of domestic work, migration, gender and forced labour.

The design, data collection, data analysis and report writing was undertaken by Sawsan Abdulrahim (Associate Professor) and Zeinab Cherri (Research Assistant) in the Faculty of Health Sciences at AUB. Further report writing, technical inputs and policy analysis was undertaken by Leanne Melnyk from ILO. A special thanks to Zeina Mezher, Maria Elena Valenzuela, Emanuela Pozzan, Marie-José Tayah at the ILO, and Ghada Jabbour at KAFA for their important technical inputs and support at various stages of this research project. Michaelle De Cock, Maria Gallotti and Claire Hobden from ILO provided valuable inputs to the survey questionnaires.

Our gratitude is also extended to Razan El Ghoussaini from AUB for providing administrative support to the study and to Igor Bosc, Hans Van De Glind and Carla Drysdale from ILO for reviewing the final draft of this report.

A very special thank you to the many data collectors who went house to house gathering information for this study and also to the employers who took time out of their day to answer our questions and share their experiences; without you, this study would have never been possible.

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GLOSSARY

DOMESTIC WORKER

According to the ILO Domestic Workers Convention of 2011 (No. 189), a domestic worker is “any person engaged in domestic work within an employment relationship.” “Domestic work” is “work performed in or for a household or households.” It may involve a range of tasks, including cooking, cleaning the house, washing and ironing the laundry, general housework, looking after children, the elderly or persons with disabilities, as well as maintaining the garden, guarding the house premises, and driving the family car.

FORCED LABOUR

The ILO Forced Labour Convention, 1930 (No. 29), defines forced or compulsory labour as “all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily.” (Art. 2 (1)). The Protocol of 2014 to the Forced Labour Convention, 1930, reaffirmed this definition, and stressed the need for “specific action against trafficking in persons for the purposes of forced or compulsory labour.” (Art. 1 (3)).

LABOUR RECRUITER

The term “labour recruiter” as expressed in the Forced Labour (Supplementary Measures) Recommendation, 2014 (No. 203), can refer to both private and public entities that offer labour recruitment services. Private entities can take many forms: formal (e.g. registered under commercial or other law) or informal (not registered, such as informal sub-agents), profit-seeking (e.g. fee charging agencies) or nonprofit (e.g. trade union hiring halls).

MIGRANT WORKER

As per the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families definition, a migrant worker is “a person who is to be engaged, is engaged or has been engaged in a remunerated activity in a state of which he or she is not a national”.² In some cases, “internal” migrant workers who are recruited within a country may face similar risks as those who cross international borders.

PRIVATE EMPLOYMENT AGENCIES

Private employment agencies fall within the definition of labour recruiters. In particular, they are defined by the ILO Private Employment Agencies Convention, 1997 (No. 181), as “a natural or legal person, independent of the public authorities, which provides one or more of the following labour market services: (a) services for matching offers of and applications for employment, without the private employment agency becoming a party to the employment relationships that may arise therefrom; (b) services consisting of employing workers with a view to making them available to a third party, who may be a natural or legal person (referred to below as a “user enterprise”) that assigns their tasks and supervises the execution of these tasks; (c) other services relating to job-seeking, determined by the competent authority after consulting the most representative employers and workers organizations.” (Article 1(1)).

LIST OF ACRONYMS

ASI	Anti-Slavery International
AUB	American University of Beirut
DFID	The UK Department for International Development
EC	European Commission
ILO	International Labour Organization
KAFA	Local NGO, “Enough”
LBC	Lebanese Broadcasting Corporation
MDW	Migrant domestic worker
PI	Principle investigator
PrEA	Private employment agency
SES	Socio-economic Status

EXECUTIVE SUMMARY

Over 250,000 migrant women are employed by private households in Lebanon to carry out household tasks such as cleaning, cooking, and caring for children and the elderly. A standard contract for Domestic Workers sets out the basic parameters for the employment relationship, which creates a legal link between the “the worker” and the “employer”. In Lebanon, the employer wields a great degree of power in determining the living and working conditions of a migrant domestic worker (MDW). The inequities are created in part by a normative framework in Lebanon heavily dominated by a sponsorship system, known as *kafala*. Under *kafala* a worker’s legal status is linked to one employer and the worker cannot unilaterally exit the employment relationship. The domestic workers’ exclusion from labour legislation and social protection exacerbates the power imbalance.

The International Labour Organization (ILO) has published two studies, including this one to provide a stronger evidence base on the practices and perceptions of employers of MDWs in Lebanon. While the other study focuses on the perceptions of MDWs on their living and working conditions, this one focuses on the critical role of employers in recruiting and managing the employment relationship within the current normative framework of Lebanon. Mixed qualitative (29 in-depth interviews) and quantitative methodologies were used to survey 1,200 Lebanese employers of live-in MDWs in Greater Beirut, Saida, Jounie, and Jbeil.

Overall, most of the employers in the study were women. The profile of employers, while varied, tended to be educated, and working or elderly adults in need of household assistance and care. A good proportion of employers were families with young children. Respectively, the first and third largest nationality groups of MDWs in Lebanon are from Ethiopia and the Philippines, two countries that have banned women from working as domestic workers in Lebanon. The second largest group of domestic workers is from Bangladesh, a country with an active labour emigration policy. Overwhelmingly, the majority of domestic workers from all nationality groups are in their twenties and thirties.

Study findings show that employers rely heavily on recruitment agencies throughout the recruitment process and at the start of the employment relationship. Although the law allows employers to recruit a MDW directly, 87.4 per cent of employers recruit through an agency. As a result, employers do not actively seek to improve their individual knowledge on their rights and obligations under the law and instead rely on second-hand information and substitute decision-making. The primary information source for the employer is the labour recruiter who may also mediate in case of an employment dispute. As the recruiter’s primary aim is to keep the client (employer) happy and, in turn, make a profit, their conflicted role as “mediator” may place the MDW at further risk of exploitation or abuse.

The payment of recruitment fees remains central to the agency business model, with a large disparity in prices depending on the income of the employer and the nationality of the worker. Bangladeshi workers remain the cheapest to recruit, in part because they are often required to pay recruitment and travel costs. Workers from the Philippines remain the most expensive to recruit. As the Philippines has instituted a ban against travel to Lebanon for domestic work, agents often justify charging higher fees to cover the cost of smuggling Filipinas through one of the Arab Gulf countries. Importantly, study findings also show that nationalities with high recruitment fees (such as Filipina workers) are more at risk of having their first three months’ salary deducted by the employer. Overall, two out of five employers pay the MDW’s first three months’ salary to the recruitment agency and not to the worker herself; this is in gross violation of the worker’s right to receive her salary in full at the end of every month.

In general, employers exhibited a low level of knowledge of their rights and responsibilities under the law. Nevertheless, one of the central findings of the study is that knowledge is higher when a particular right is clearly enshrined in one central

place, such as the contract. Employer knowledge is much lower on rights whose legitimacy was derived from a collection of laws, jurisprudence or customary practices such as *kafala*. This finding has important implications on the need to provide greater clarity to employers on their rights and obligations under the law. Excessive complexity obstructs good government, raises the risk of non-compliance and undermines the rule of law.

Study findings reveal for instance that 60 per cent of employers comply with the contract's provision to pay the MDW's salary at the end of every month. The remaining employers pay every few months, when the worker asks for her salary, or at the end of the contract. The study also showed a high correlation between knowledge and practice for salary payments; e.g. employers who knew this provision was included in the contract were more likely to pay the MDW at the end of the month.

The study also showed that the salary levels of MDWs are generally quite low, of surveyed employers, more than 35% paying less than \$200 a month. As there is no minimum wage for domestic workers in Lebanon, key salary determinants were employer's household income and the worker's nationality. Other objective determinants included years of service with the same employer. This may relate to the feeling of trust an employer values with their worker or strong skills gained through experience.

The standard contract in Lebanon clearly states that domestic workers have the right to one full day of rest (24 hours uninterrupted) per week. Overall, half of Lebanese employers know of this provision, and half respect it in practice. A higher proportion of employers who hired their MDW through personal networks (65.6 per cent) exhibited accurate knowledge that the contract does indeed give the MDW the right to a full day of rest compared to only 52.2 per cent of those who hired her through a recruitment agency.

Based on data gathered from employers, the majority of workers (73.8 per cent) do not receive a copy of the contract after signing it. Although the contract is for one year and renewable, 43.8 per cent of the employers believe it is for three years. Most employers do provide a private bedroom to the MDW as per the contract, however, the study noted differences in compliance depending on the nationality of the MDW.

In general, employers complied the least with rights relating to the personal freedom of the MDW. This is perhaps unsurprising as these rights are not clearly outlined in the contract. Domestic Workers Convention, 2011 (No. 189), Article 9, states that workers who reside in the household are not obliged to remain in the household or with household members during periods of daily and weekly rest or annual leave. Of the employers who respect the worker's right to a full day of rest, only half allow her to go out alone on her day off. Respecting a worker's right to a full day of rest and a day out associates with the socioeconomic characteristics of the employer

as well as the nationality of the worker and the number of years she has been working for the employer.

Survey findings reveal that one out of five Lebanese employers lock the worker inside and 17.9 per cent falsely believe that *kafala* allows them to do so. More than half (56.3 per cent) of employers who believe they have the right to engage in this practice actually lock the worker inside. Alarming, 37.1 per cent of those who know that neither *kafala* nor the Standard contract allow the practice still engage in it. Locking the worker inside is most common within the first year of the contract, which suggests the practice is linked to the employer's level of trust with the worker and also to the employer's financial investment in the recruitment process.

Other means of restricting a workers' freedom of movement was employers' confiscation of identity documents. Although Lebanese courts have stated that employers do not have the right to withhold their worker's passports, 94.3 per cent of employers surveyed still engage in this practice. This practice is not influenced by the characteristics of the employer, the nationality of the worker, or the number of years of work. A slightly lower proportion of employers who hired the MDW through personal contacts withhold the passport (85.2 per cent) compared to employers who hired her through an agency (95.6 per cent). The association between knowledge and practice when it comes to withholding the MDW's passport is less clear, and the unlawful practice remains almost universal irrespective of whether the employer has correct or incorrect knowledge.

Survey findings and in-depth interviews suggest there are several reasons why employers restrict the freedom of MDWs. One critical motivation is to safeguard the employer's financial investment in the recruitment process (between US\$ 2,000 – US\$ 3,000), which is lost if a MDW runs away. Employers also expressed a popular belief that giving a domestic worker too much freedom leads to "problems" in the employment relationship including domestic workers becoming assertive and demanding rights. Not surprisingly, almost 70% per cent of employers disagree with their MDW attending a trade union meeting. In addition, there is a prevailing belief amongst employers in Lebanon that a domestic worker is meant to work and should not engage in personal interactions outside of the home, as the latter could have the effect of distracting the domestic worker, or affecting the sanctity of the family home. Furthermore, many employers harbor the erroneous belief that the employer is held responsible if the MDW engages in any sort of illegal activities.

Finally, during in-depth interviews, employers expressed two distinct views about *kafala*. The first is that *kafala* protects the employer where legal protections are weak and second is that it constrains the employer because it places the state's responsibility of managing labour on the shoulders of employers. Ironically, despite the restrictions *kafala* places on a MDW's freedom, many employers believe *kafala* also benefits the MDW.

INTRODUCTION

Families in Lebanon have a long history of hiring domestic help to undertake the culturally gendered responsibilities of cleaning, cooking, and caring for children and the elderly. Over time, the profile of the domestic worker in Lebanon has changed. Whereas in the past, families engaged women and girls from lower socio-economic strata within the region, they are increasingly reliant on a transnational workforce of migrant domestic workers (MDWs), primarily from Asia and Africa. The common thread tying these workers together is their vulnerability to exploitation in the employment relationship. The vulnerability stems from a variety of factors including precarious working conditions, low social status, long-standing gender inequalities and cultural devaluations of care-based work.

At present, there are over 250,000 MDWs working in private households in Lebanon. As labour migration to the region has exploded, an industry of private labour recruiters has emerged to match migrant workers with employers in Lebanon and facilitate the workers' movement across borders. While using the services of a private recruitment agency is not mandatory in Lebanon, most families choose this option because of the complexity of the immigration procedures and the added assurances of having a mediator and guarantor in case of problems.

Overall, the legal and policy framework covering the basic human and labour rights of MDWs in Lebanon is not in line with ILO Domestic Workers Convention, 2011 (No. 189) and other relevant standards including those linked to Fundamental Principles and Rights at Work.¹ While the government has formed a national steering committee on domestic work and discussed various draft policies covering MDWs, none has passed into law. In the meantime, domestic workers remain excluded from most laws and policies covering national workers, including the right to Freedom of Association.

In this legal penumbra, MDWs and employers rely heavily on the legally binding contract of Employment ("the contract") that sets out their rights and obligations. The contract has 18 provisions outlining rights such as full salary payments each month with receipts, and restrictions on the maximum number of work hours per day. It does not address fundamental issues such as passport retention and freedom of movement.²

Employers also use a collection of customary practices known as *kafala* to govern their treatment and employment of MDWs. While *kafala* is not a law per se, its popular use means it has gathered the strength of a de facto law.³ *Kafala* is engrained in state policies in most Arab countries; the word *kafala* in Arabic means sponsorship, but it also connotes protection. In this system, a migrant worker's residency and work permit is tied to a specific employer. *Kafala* inhibits MDWs from seeking legal recourse through national labour laws and therefore seriously compromises their ability to leave exploitative or abusive working conditions. As such, *kafala* has received ample attention in the media and by international and local organizations that fight for the protection of the rights of migrant workers.

Indeed, the Lebanese Broadcasting Corporation (LBC) regularly reports on cases of abuse against MDWs, including those with tragic outcomes. One report covered the suicide of an MDW from Bangladesh, who has not been allowed to leave the employer's home since the beginning of her employment a year and two months prior to the suicide incident. The employer ignored the victim's requests to return to Bangladesh. LBC's analysis of this particular suicide drew a tight connection between *kafala* and the predicament MDWs encounter when they cannot extricate themselves from exploitative employment relationships.

¹ Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87); Right to Organise and Collective Bargaining Convention, 1949 (No. 98); Forced Labour Convention, 1930 (No. 29); Abolition of Forced Labour Convention, 1957 (No. 105); Minimum Age Convention, 1973 (No. 138); Worst Forms of Child Labour Convention, 1999 (No. 182); Equal Remuneration Convention, 1951 (No. 100); Discrimination (Employment and Occupation) Convention, 1958 (No. 111)

² The Standard Contract is included in Appendices D (English) and E (Arabic).

³ The researchers undertook an extensive search to obtain accurate information about *kafala* in Lebanon. The search did not yield any published documents.

Though *kafala* is the structure that governs the hiring of migrant workers, employers and recruitment agencies contribute to defining this structure with their own practices. Especially where financial interests are at stake, employers and private recruitment agencies may collude to maintain a power structure with MDWs at the bottom. A recent ILO study entitled “For a Fee: The business of recruiting Bangladeshi women for domestic work in Jordan and Lebanon” examines the business model of private recruitment agencies and the influence of national laws, policies and regulations on how private employment agencies conduct their business.⁴ The findings of that study have been triangulated with the present study to provide a stronger analysis in relevant areas.

Despite numerous studies and writings on MDWs in Lebanon, little attention has been given to the role of employers in the employment relationship. While there are studies that examine the subject of employer practices and perceptions in Lebanon through a critical lens, one commissioned by KAFA in 2010 and another conducted by Insan Association in 2014,⁵⁻⁶ both are based on relatively small and convenient samples. To fill this gap, the International Labour Organization (ILO) collaborated with the American University of Beirut to conduct a mixed-methods study of employers of migrant domestic workers. KAFA (enough) Violence & Exploitation and Anti-Slavery International provided valuable support throughout the study. Specifically, the study examines the recruitment, working and living conditions of migrant domestic workers through the lens of a triadic relationship between the system (*kafala* and the written law), employers (agents) and recruitment agencies.

There are four parts to the report. The first part provides an overview of employers’ socio-economic composition and other relevant demographics along with a cursory overview of their domestic workers. It goes on to elaborate on employers’ household needs and their corresponding preferences for domestic workers on key topics such as the form of employment (full-time, part-time) and domestic worker nationality and attributes. Part two examines employer views on the transnational recruitment of domestic workers, including selection of labour recruiters and the payment of recruitment fees. Part three provides an overview and analysis on knowledge and practice of employers vis-a-vis MDW rights; this includes payment of wages, provision of rest days, working time, freedom to leave the home unaccompanied, and retention of identity documents. Part four outlines a series of conclusions and recommendations. The recommendations are aimed first and foremost at the Government of Lebanon to uphold the basic human and labour rights of all workers,

but also at employers, who as key agents of change, can take action to promote decent work for domestic workers in principle and practice.

The researchers used a two-phase approach to generate findings for the report: first, to inform the design of a survey questionnaire, researchers carried out in-depth interviews with 29 employers of live-in MDWs; second, a quantitative survey, based on a representative sample of 1,200 Lebanese employers of live-in MDWs was carried out in Greater Beirut, Jounie and Jbeil, and Saidia. Appendix A includes a detailed description of the study methodology; other methodology documents are attached in appendices B and C.

⁴ ILO, For a Fee The business of recruiting Bangladeshi women for domestic work in Jordan and Lebanon (June 2015)

⁵ KAFA, Servant, Daughter, or Employee? A Pilot Study on the Attitudes of Lebanese Employers towards Migrant Domestic Workers (2010).

⁶ Insan Association, The *Kafala* System; when employers also accepted to share their perspective (2014).

SECTION 1

*Employers and the Live In Migrant
Domestic Workers They Hire:
An Overview*

A. CHARACTERISTICS OF EMPLOYERS

Table 1 presents the characteristics of the 1,200 employers. Overall, the results show that employers of domestic workers are primarily women in middle- and old-adulthood. Only one in 10 interviewees (9.6 per cent) is between 21 and 30 years old and almost half are between 31 and 50 years old (24.7 per cent in the 31-40 and 24.5 per cent in the 41-50 age category); 18.2 per cent are 51 to 60 years old and almost a quarter (23 per cent) are older than 60. The relatively large proportion of older adults (in comparison to the Lebanese age profile) is expected as older adults are both more likely to need and hire domestic help and more likely to agree to participate in household surveys. The gender breakdown in the sample (84.9 per cent women and 15.1 per cent men) is also to be expected. As managing paid domestic help is culturally perceived to be the responsibility of the woman in the house, the female head of the family was often identified as the person who could most accurately answer questions pertaining to the MDW.

The study captured a relatively well-educated population segment with almost half (49.1 per cent) who reported having a university degree or higher. Only 9.3 per cent reported having elementary or no education. Most of the participants in the study are married (76 per cent), while 8.5 per cent are single (including those engaged/

in a relationship), 2.9 per cent are divorced/separated, and 12.7 per cent are widowed. The religious make-up of the sample is 48.3 per cent Christian, 42.8 per cent Muslim, and 4.5 per cent other religions including those who reported being secular or having no religious affiliation. Only 4.5 per cent of the participants refused to state their religion.

On average, MDWs work in nuclear households with three or more persons. Only 2.4 per cent of households consisted of one person only and 11.6 per cent consisted of two persons. Almost a quarter (24.7 per cent) had six members or more.

Finally, almost one third of the participants in the study (31.7 per cent) refused to provide information about their household income; this proportion of missing information on income is expected and is similar to that obtained in other surveys worldwide. Otherwise, 7.8 per cent of the interviewees selected the household income category of less than \$1,000 per month; 19.5 per cent selected \$1,001-\$2,000, 18.1 per cent selected \$2,001-\$3,000, 10.4 per cent selected \$3,001-\$4,000, and 12.4 per cent selected the household income category of more than \$4,000 per month.

TABLE 1. Characteristics of employers in the survey study

		Number	%
Region	Great Beirut	600	50.0%
	Jounie & Jbeil	300	25.0%
	Saida	300	25.0%
Age	21-30	114	9.6%
	31-40	294	24.7%
	41-50	292	24.5%
	51-60	217	18.2%
	>60	273	23.0%
Gender	Women	1,019	84.9%
	Men	181	15.1%

		Number	%
Education	None/elementary	110	9.3%
	Intermediate/vocational	257	21.6%
	Secondary	239	20.1%
	Univeristy (BA/BS or higher)	586	49.1%
Marital Status	Single	101	8.5%
	Married	910	76.0%
	Divorced/separated	34	2.9%
	Widowed	152	12.7%
Religion	Christian	579	48.3%
	Muslim	513	42.8%
	Other	54	4.5%
	Refused to answer	54	4.5%
Number of Household Members	1	29	2.4%
	2	138	11.6%
	3	213	17.9%
	4	257	21.6%
	5	258	21.7%
	6 or more	293	24.7%
Household Income	< \$1,000	94	7.8%
	\$1,001 - \$2,000	234	19.5%
	\$2,001 - \$3,000	217	18.1%
	\$3,001 - \$4,000	125	10.4%
	> \$4,000	149	12.4%
	Refused to answer	381	31.7%

B. CHARACTERISTICS OF MDWS HIRED BY LEBANESE EMPLOYERS

Table 2 provides information on the characteristics of MDWs hired by employers in the study. The information is based on employers' self-reports. The results show that the largest proportion of live-in MDWs is Ethiopian (42.1 per cent), despite the fact that the Ethiopian government has placed a ban prohibiting its citizens from travelling to work in Lebanon. This proportion is consistent with the findings of a recent ILO study on MDWs in Lebanon.⁷ Interestingly, the 42.1 per cent is significantly higher than the proportion reported by the Lebanese Ministry of Labour in 2010 (26.8 per cent), based on the total number of work permits renewed.⁸ The second largest group of MDWs is from Bangladesh (26.8 per cent). In 2016 alone 103,718 Bangladeshi women migrated internationally for work.⁹ Recent ILO

studies suggest that many Lebanese employers choose to recruit Bangladeshi workers as they are the least expensive to recruit and work for the lowest monthly salary.¹⁰ The third largest country of origin is the Philippines (11.5 per cent), another country that has placed a ban to prevent its citizens from travelling to Lebanon for work. Only a small proportion of MDWs are from Sri Lanka (5.2 per cent), Nepal (3.1 per cent), and Indonesia (1.2 per cent). Migrant workers in the other nationality category are from African countries, mainly Kenya (n = 53), Togo (n = 17), and Ghana (n = 16). The majority of domestic workers hired in Lebanese households (76.4 per cent) are young women in their twenties.

TABLE 2. Characteristics of employees in the survey study

		Number	%
Nationality of MDW	Sri Lanka	62	5.2%
	Ethiopia	505	42.1%
	Philippines	138	11.5%
	Nepal	37	3.1%
	Bangladesh	321	26.8%
	Indonesia	14	1.2%
	Other ¹¹	123	10.3%
Age of MDW	Less than 20	52	4.4%
	20-30	918	76.4%
	31-40	182	15.3%
	41 or over	48	4.4%
Marital Status of MDW	Married	566	47.2%
	Single, divorced, widowed	621	51.7%
Does MDW have children?	Yes	577	48.1%
	No	601	50.1%
Number of years MDW has been with employer	Less than one year	269	22.4%
	One year	246	20.5%
	Two years	246	20.5%
	Three years	141	11.8%
	Four years	112	9.3%
	Five years or more	185	15.4%

⁷ Currently unpublished ILO study on MDWs in Lebanon

⁸ Kathleen Hamill, *Trafficking of Migrant Domestic Workers in Lebanon A Legal Analysis* (2011) available at <http://www.kafa.org.lb/studiespublicationpdf/prpdf37.pdf>

⁹ See BMET website <http://www.bmet.gov.bd/BMET/statisticalDataAction> [accessed February 2016]

¹⁰ ILO, *For a Fee The business of recruiting Bangladeshi women for domestic work in Jordan and Lebanon* (June 2015)

¹¹ With the exception of one Indian worker, all MDWs in the other category are African (e.g., Kenya, Togo, Ghana).

A total of 52 employers (4.4 per cent) reported hiring migrant domestic workers who are younger than 20 years of age; of those, one employer hired a 15 year-old worker, 5 hired workers who are 16 years old, 9 hired workers who are 17 years old, and 10 hired workers who are 18 years old. The marital status of MDWs hired by Lebanese families is almost evenly split with 47.2 per cent who hired a married MDW while 51.7 per cent who hired a single, divorced, or widowed MDW. Similarly, almost half of MDWs hired by Lebanese families (48.1 per cent) are mothers whilst the other half (50.1 per cent) do not have children. Of note, 13 employers (1 per cent) did not know if the MDW they hired is married and 22 employers (almost 2 per cent) did not know if she has children.

Study findings in Table 2 also reveal that slightly more than a fifth of MDWs have been working for the employer for less than a year (22.4 per cent), a fifth for one to two years (20.5 per cent), and a fifth for two to three years (20.5 per cent). Despite the general belief that migrant workers come to Lebanon on short term contracts, the findings show that 36.5 per cent have been working with the same employer for three years or more and a quarter have been working with the same employer for four years or more.

C. REASONS LEBANESE FAMILIES HIRE A LIVE-IN DOMESTIC WORKER

"I hire a live-in MDW because I work. I work long hours. Some women have jobs until 2 pm and they can go home, clean, and prepare food. But I work until 5 pm. So, by the time I get home, I barely have time to spend with my family."

– Female employer with two young children living in Beirut

"I need someone to live with me because I need someone at night, in case I needed to go to the bathroom. I am not very strong. I can go to the bathroom by myself and I have a walker, but I don't want to do it alone in case I fall and break my hip. I cannot move around without the walker so I need someone with me at night just in case."

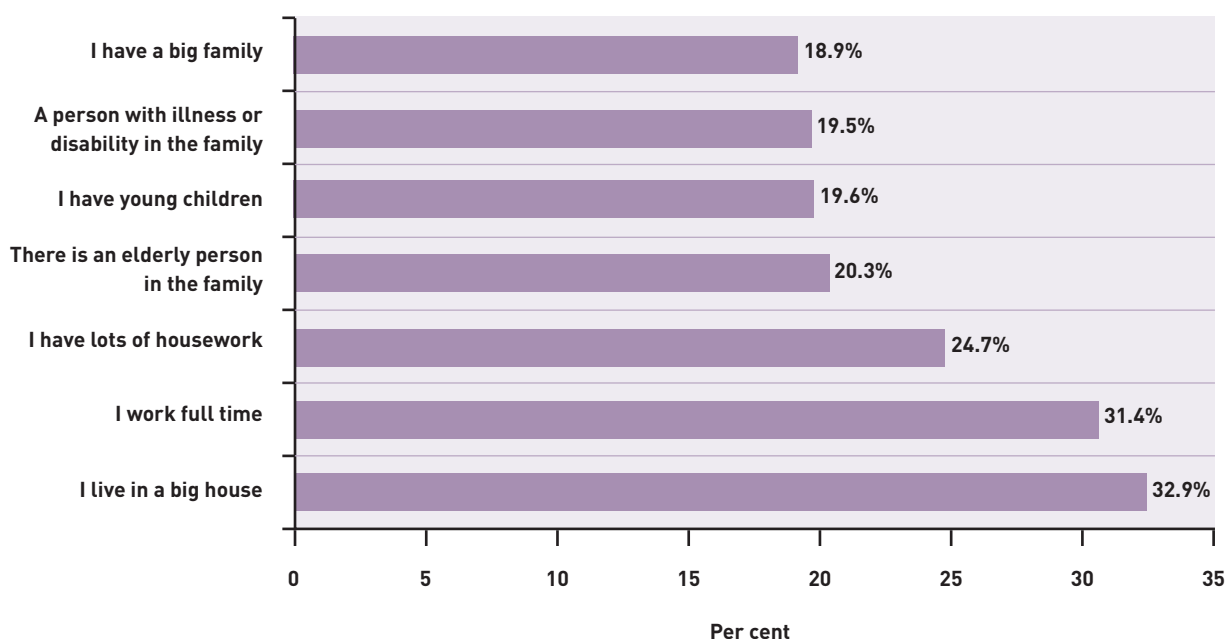
–Elderly female employer living alone in Beirut

As the quotes above show, domestic workers provide a critical caregiving function for families in Lebanon. Demographic shifts and changes in gender roles and working patterns in Lebanon have brought about an increasing need for quality, accessible and affordable homecare. In particular, rapid declines in fertility, mortality and morbidity have resulted in a sharp growth in the working-age population and a rise in the population of persons aged 65 and above.¹² At the same time, there is an overall rise in labour force participation, including by women, in the country, meaning many more families have two working parents. In the absence of comprehensive, integrated social care and welfare systems, women MDWs play a critical role in supplementing the care needs of many households in Lebanon, especially those with young children, the elderly, the sick and disabled.

The survey findings confirm that one of the main reasons to hire an MDW is because family members work full-time (31.4 per cent); see Figure 1. When examining this finding by gender, 31.7 per cent of the 1,019 female participants reported that they hire a full-time worker because they work full-time, whereas a quarter (24.9 per cent) of the 181 male participants reported that they do so because their spouse works full-time. Further, the findings confirm the increasing trend of hiring MDWs to provide skilled help to an aging or ill member in a Lebanese family. One fifth of respondents (20.3 per cent) reported that they hire a live-in worker to take care of an elderly person in the house and one-fifth (19.5 per cent) reported doing so to take care of a family member with an illness or disability.

¹² Economic and Social Commission for Western Asia, "Arab Society: A Compendium of Social Statistics" Issue No. 12 (2015) pg. 8.

FIGURE 1. Reasons for hiring a migrant domestic worker (survey, N = 1,200)



In most countries, the domestic work sector includes three broad categories of employment based on the hours of work and the nature of employment relationship:

- a) Part-time worker i.e. worker who works for one or more employers for a specified number of hours per day or performs specific tasks for each of the multiple employers every day.
- b) Full time worker i.e. worker who works for a single employer every day for a specified number of hours (normal full day work) and who returns back to her/his home every day after work.
- c) Live-in worker i.e. worker who most often works full time for a single employer and also stays on the premises of the employer and does not return back to her/his home every day after work.

In Lebanon, it is not legal to hire a part-time MDW, known as “a freelance” worker. The illegality of the practice stems from the system of *kafala*, which binds the worker with one employer and freelancers often work with multiple families. While in theory, employers would be free to hire a national worker on a part-time basis, very few nationals are willing to undertake employment as a domestic worker.

Although freelance MDWs are not permitted by law, they are available in practice. While the study at hand focuses primarily on live-in MDWs in Lebanon, it did examine whether employers have a preference for live-in, full time MDWs or part-time, live-out MDWs. The findings show that while some employers, primarily those with smaller households prefer the freelance option, other employers, especially those who need round-the-clock care, prefer a live-in, full-time MDW. The preference for having a full-time, live-in worker relates to the worker’s reliability, working hours and cost.

“The salary of someone who works by the hour is more expensive. But, in this case, you don’t have to pay [recruitment] fees upfront, and you don’t have to pay for the residency and work permit. So, [hiring a live-in or a freelancer] ends up costing the same at the end. Anyways, it is my choice [to hire a live-in], it has nothing to do with cost. I cannot rely on [a freelance MDW] who may or may not show up. And, anyways,

it would not work out because the freelancer works for different families, and she is not fully committed to me. Also, three to four hours a day, two days a week, is not enough for me.”

- Female employer living in lower-income neighborhood in South Lebanon

As demonstrated above, hiring a domestic worker as a live-in provides employers with assurances that she will arrive on time, and be available to work on demand. It minimizes the risk of external influences such as relationships or other commitments distracting the worker. This includes mitigating the risk of a worker being pulled away to another family who may offer better working conditions or pay. Invariably, employers described freelancers as non-committed workers who often arrive late, allow personal issues to affect work performance, and are not fully dedicated to the employer.

The unpredictable “shift work” required by many households was also best suited to a full-time, live-in worker. Free-lancing was described as impractical for a working mother who needs help early in the morning and in the late evening. Further, whilst even a full-time, live-out MDW would be expected to work from 9 am to 5 pm only, a live-in worker may carry out her cleaning and cooking responsibilities from 8 am to 12 pm, rest and watch television for a couple of hours, but return to work when the children come home from school or after dinner. In essence, the live-in has flexible work hours that are dispersed throughout the day. In

families with young children, a live-in worker is often expected to work on weekends. In families with an older adult who needs special care, the live-in worker may provide round-the-clock and specialized nursing care to older adults, even though they continue to receive, in many cases, domestic worker salaries.

Cost also played a critical element in employer preferences for a live-in MDW. Participants acknowledged that hiring a live-in domestic worker poses a burden initially because the employer has to go through the recruitment process and pay fees upfront to the recruitment agency.¹³ Nonetheless, and particularly in cases where the employer has the ability to provide the worker with a private room (and sometimes a bathroom), hiring a live-in was perceived by almost all participants as the better financial option. Notwithstanding the initial cost paid to the recruitment agency, the monthly salary of a live-in/full-time worker is almost the same as the cost of hiring a freelancer two days a week. The cost savings relate to “in-kind” contributions to a live-in worker’s salary¹⁴, and the fact that freelancers charge “per hour” whereas most live-in workers are paid the same salary per month, regardless of the number of hours worked.

¹³ See section two for a discussion of recruitment fees.

¹⁴ ILO’s current guidelines on wage rates and earnings were adopted by the 12th ICLS in 1973. The guidelines recognize payments made in kind, which may consist of food and drink or lunch vouchers, energy such as fuel for heating or lighting in the form of coal, coke, electricity, gas or others, free or subsidized housing at its imputed rental value, as well as other payments in kind which could include footwear, clothing, work uniforms, free goods or reductions in the price of company products or services, use of company cars, among others. Free or subsidized medical care and similar payments are excluded from the notion of payments in kind because they are social security payments.

SECTION 2

The Role and Power of Recruitment Agencies

A. INTRODUCTION

Labour recruiters, including private employment agencies (PrEAs) are part of an increasingly powerful migration industry that has grown in size and profitability since the mid-1990s, in line with the rise in international labour migration.¹⁵ Globally, the industry is composed of a complex web of private sector actors, which includes recruiters, sub-agents, pre-departure training centers, transport companies and travel agencies, medical screening centers, insurance companies and visa consultancies among many others. All these businesses profit from the recruitment of (migrant) workers from one country and their placement into jobs in another. In Lebanon, the PrEA industry has grown rapidly in size, in line with the increasing reliance on migrant workers.

Agencies advise prospective employers on how to select a worker, taking into account the employer's budget, household needs and personal preferences. Agencies work with business partners in the country of origin to identify potential MDWs, verify credentials, complete the necessary emigration/immigration procedures and mediate potential conflicts between the worker and employer. In this section, we discuss findings on how employers select a recruitment agency and the role of the agency in managing the recruitment process and employment relationship.

In Lebanon, the law allows employers to recruit without using the services of a recruiter. Our qualitative findings reveal, however, that many employers are unaware that they can hire a migrant domestic worker directly. As the quote below demonstrates, government institutions sometimes reinforce this misconception.

"You mean we can hire a domestic worker without going through an agency!? ... [My mother and I] were talking about that a few days ago; we thought to ourselves, why can't we hire without an agency? On a number of occasions, we received CVs from women abroad but we did not know that we could hire them ...

Even when you go to the General Security and ask, they tell you that you have to go through an agent because he knows how to do the paperwork."

- Upper-middle class female employer in North Lebanon

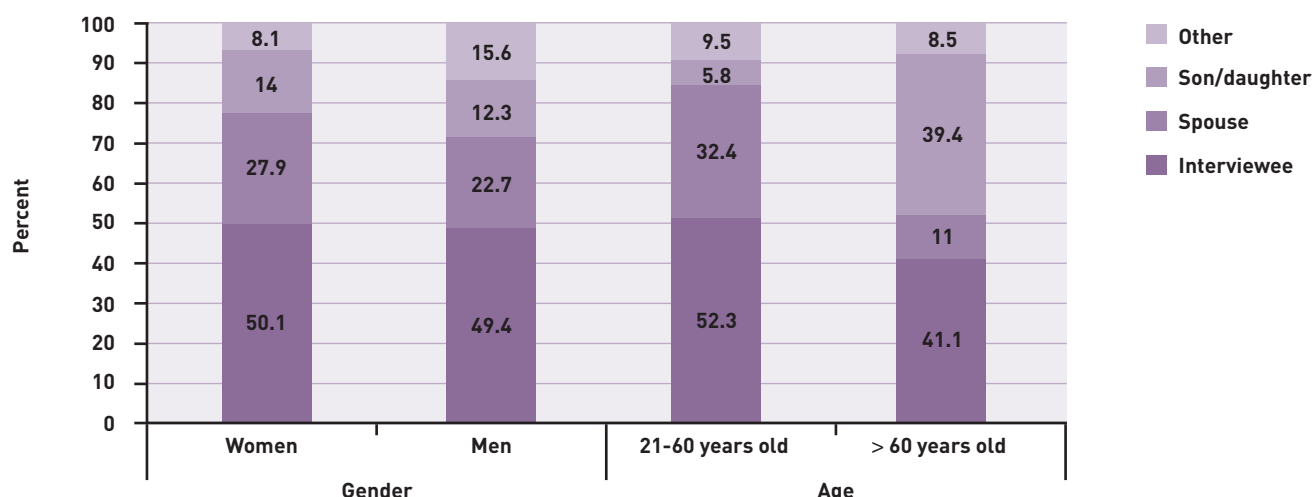
The survey findings confirm that most employers recruit using the services of a PrEA. In total, 1,049 out of 1,200 employers in the survey (87.4 per cent) recruited the MDW through an agency; the remainder hired her through personal contacts.¹⁶ In selecting a recruitment agency, participants search for specific criteria. The survey questionnaire gauged the importance of five criteria for selecting an agency: (1) whether the agency is registered; (2) whether the agent is willing to mediate conflict between the employer and worker; (3) overall cost, including the fees the agency charges; and (4) the nationality of the workers the agency recruits. The findings demonstrate that employers consider all criteria to play an important role in their selection of a recruitment agency.

Results in Figure 2 show that women tend to leave the responsibility of following up with the recruitment agency to their spouse more than men do (27.9 per cent versus 22.7 per cent). Further, whilst 31.3 per cent of women in the study rely on their husbands in following up with government institutions, 20.8 per cent of men rely on their wives to fulfill this responsibility. Figure 2 also shows that 39.4 per cent of older adults rely on their son or daughter to follow up with recruitment agencies. Similarly, 38 per cent rely on their son or daughter to follow up with government institutions (results not shown).

¹⁵ The Migration Industry and the Commercialisation of International Migration. T. Gammeltoft-Hansen and N. Sorensen (eds) 2012. Routledge London.

¹⁶ The findings displayed in this section present the experiences and perceptions of the subsample of 1049 employers who hired a worker through a recruitment agency.

FIGURE 2. Family member responsible for dealings with the recruitment agency (gender, age)



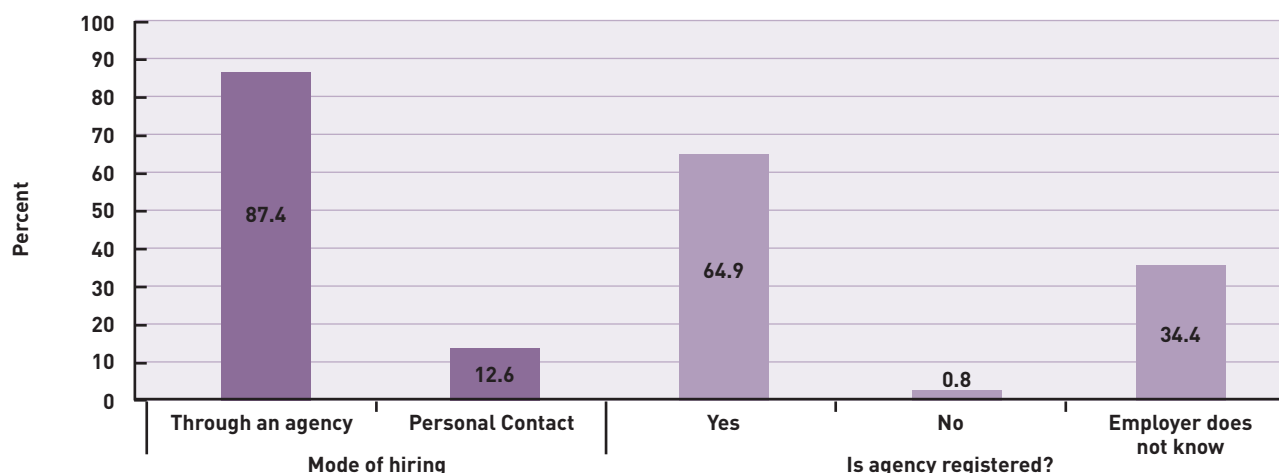
B. EMPLOYER PREFERENCE FOR A REGISTERED RECRUITMENT AGENCY

The primary legal framework covering PrEAs in Lebanon is Order number 1/1, 2011. According to that regulation, PrEAs must acquire a license to operate. The terms of the license restrict recruiters to providing recruitment services in the domestic work (household) sector. In 1997, there were 12 legally operational (licensed) labour recruiters with an estimated 100 or more conducting business illegally.¹⁷ As of 2013, there were more than 543 registered recruiters.¹⁸

The survey findings show that almost two thirds of employers (64.9 per cent) recruit a worker through an agency that is registered; this finding should be taken with some skepticism given that self-reports may be influenced by social desirability. Over one third of employers (34.4 per cent) do not know whether the agency they went through to hire their current worker is registered or not, and eight employers reported hiring through a non-registered agency.

During in-depth interviews, many employers indicated that they identified the agency through relatives or neighbors, and a few even described the agent as a friend. Survey findings, which are based on a probability sample, corroborated the qualitative ones. The majority of employers (67.9 per cent) reported that they identified the recruitment agency through personal contacts. Only 14.2 per cent identified a recruitment agency randomly through a phone book or a newspaper advertisement. The high reliance of recruiters on “word of mouth” advertising is not surprising as PrEAs in Lebanon are legally barred from commercial advertising. They can and do however mount displays and signage in their shop-fronts, advertising the services they offer in an attempt to attract new clients who walk past.

FIGURE 3. Proportion of employers who hired an MDW through a recruitment agency and proportion who hired through a registered agency



¹⁷ Ray Juredini, 2003, The Failure of State Protection: Household Guest Workers in Lebanon. In *European Review of International Migration*, vol 19; 3. Pp. 95-127.

¹⁸ International Labour Organization “For a Fee: The business of recruiting Bangladeshi women for domestic work in Jordan and Lebanon” (June 2015) pg. 10.

C. AGENCY ROLE IN MEDIATING CONFLICT

Findings from both the in-depth interviews and the survey that employers rely on PrEAs, not only to recruit a domestic worker but also to assist them in managing the employment relationship. In particular, nine out of 10 employers described as important the agency's willingness to mediate in case a conflict arises between employer and worker. The multiple roles played by the PrEA -- recruiter, immigration consultant, mediator -- builds the agency's level of influence on the employer, often to the point of eroding the employer's own sense of responsibility on upholding provisions of the contract.

"To be honest with you, I never read the Contract. If I ever have a problem, I will go back to the recruitment agent and he will tell me what to do. But, honestly, I never read [the contract]."

- Upper-middle class female employer in North Lebanon

The survey findings show that employers place a great deal of trust in PrEAs. A surprisingly high proportion (16.8 per cent) of respondents in the survey even considered the agent as a friend. While recruitment agencies may be a good source of information for employers on how to manage the employment relationship, there are also potential conflicts of interest, which bar recruiters from acting as impartial mediators. For example, Ordinance No. 1/1 of 2011 states that in Lebanon, recruiters are responsible for "replacing" domestic workers at no cost to the employer, within the

first three months of the contract, if the domestic worker cannot fulfill the tasks required for the job, refuses to work, is pregnant or absconds from the employer. Qualitative in-depth interviews showed that employers are often informed that the worker is "under probation" for the first three months of employment and that she can be "returned" for a "new worker" without incurring an additional cost. The study also shed light on how a recruitment agent forcefully resolved a conflict between an employer and worker, in a way that absolved the agency of its responsibility to "replace" the worker:

"My husband and I took [the worker with whom we had a conflict] back to the agency. She did not want to go and, when she arrived there, she started to scream. The agent said, I will hit her for you and things will be okay. I said, 'no please, don't hit her, just take her back and give me a Bangladeshi one, I hear that Bangladeshis are calmer...but please do not hit this one, either send her back to her country or do something else.'

So, she started to scream again and he hit her, even though we asked him not to, we don't like hitting. At that point, when he hit her, I told him assertively that I don't want her anymore. I will not take her back to my house now that she has been hit. I was too afraid that she will harbor ill feelings for me and then take it out on my little children."

- Middle class female employer of an Ethiopian worker in Beirut

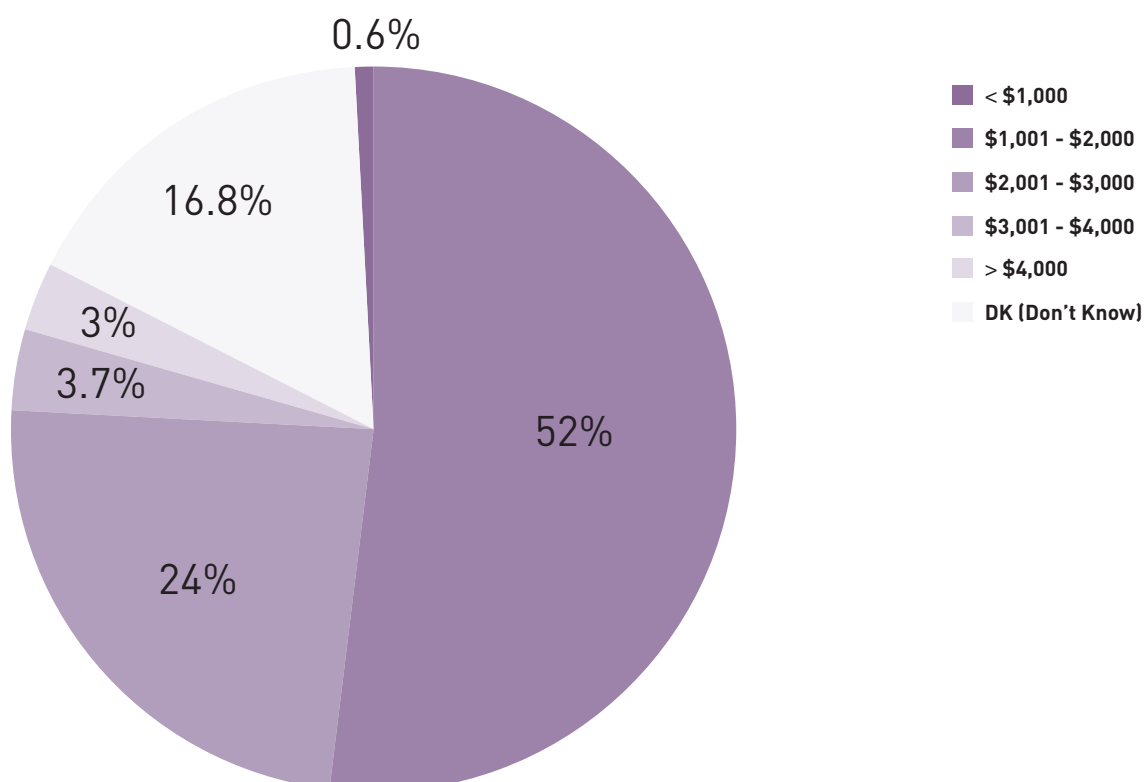
¹⁹ Lebanon, Ordinance No. 1/1 of 2011 [Article 18]. The employer cannot have committed any human rights abuses for the ordinance to apply, however recruitment agencies have stated that employer abuse is difficult to prove.

D. THE COST OF RECRUITMENT FEES

PrEAs in Lebanon charge employers a fee for their agency's services. Employers do not pay up front but are charged a small deposit (maybe as small as \$100) on 'placing their order'. The full fee is only handed over to the recruiter on the arrival of their new employee. Recruiters' profits accrue from the difference between the fee received from the client and the costs incurred during the recruitment process. In general, employers in Lebanon pay for travel and immigration costs separately and a small fee when they sign the contract at a notary public. According to law, the employer should also cover the cost of medical tests the MDW performs in her country of origin.

During in-depth interviews, most employers indicated that they paid a lump sum of "a little over \$1,000" to \$3,000 to the PrEA but they were not certain what exactly that covered. Survey findings also show a relatively wide range in the amount employers pay in recruitment fees. Only 0.6 per cent of employers paid less than \$1,000 in recruitment fees. Otherwise, more than half (52 per cent) paid between \$1,000 and \$2,000, a quarter (24 per cent) paid between \$2,000 and \$3,000, and just under 7 per cent paid more than \$3,000 (see Figure 4). Of note, 16.8 per cent of the employers do not know how much they paid in recruitment fees; a large proportion of those have been hiring the same MDW for five or more years and it is likely that they just do not remember how much they paid.

FIGURE 4. Recruitment fees paid by employers



²⁰ International Labour Organization "For a Fee: The business of recruiting Bangladeshi women for domestic work in Jordan and Lebanon" (June 2015) pg. 25.

Figure 5 shows that employers pay different recruitment fees depending on the nationality of the worker. As mentioned earlier, there are several factors that influence the difference in recruitment fees between various nationalities. This includes whether the worker herself has paid money to secure her job and how much the agency in Lebanon pays the labour recruiter in the country of origin. Travel costs are the other key variable. Flight costs vary with the distance to be covered and the popularity of the route and number of carriers operating. Flights tend to be cheaper from Bangladesh to the Middle East than from some other Asian countries such as the Philippines. Costs to employers rise when a recruitment moratorium or ban is in place in the origin country. Higher prices arise from MDWs travelling by longer and circuitous routes, often involving the payment of bribes or “fees” to multiple officials to evade border controls. Employers also pay more for experienced and skilled workers, or workers from countries where there is less MDW availability or market demand.

In line with the above, the survey shows that employers pay the highest recruitment fees for Filipina workers, who must travel through a circuitous route and who have a reputation for having a strong skill set (e.g. language). Employers also pay high recruitment fees for MDWs in the “other nationality” category, almost all of whom are from African countries other than Ethiopia; this may be because it is more difficult for the agency to secure workers from those countries. Notably, employers pay the least to secure MDWs from Bangladesh; this is not surprising since many MDWs from Bangladesh are available for recruitment, flights are inexpensive and MDWs themselves pay fees for their job placement.²¹ Whilst 61.6 per cent of employers of Filipina MDWs, and 58.4 per cent of employers of MDWs in the “other nationality” category paid more than \$2,000 in recruitment fees, only 8.8 per cent of employers of MDWs from Bangladesh did so; 77.3 per cent of employers of Bangladeshi workers paid the agency less than \$2,000.

FIGURE 5. Association between recruitment fees and MDW’s nationality

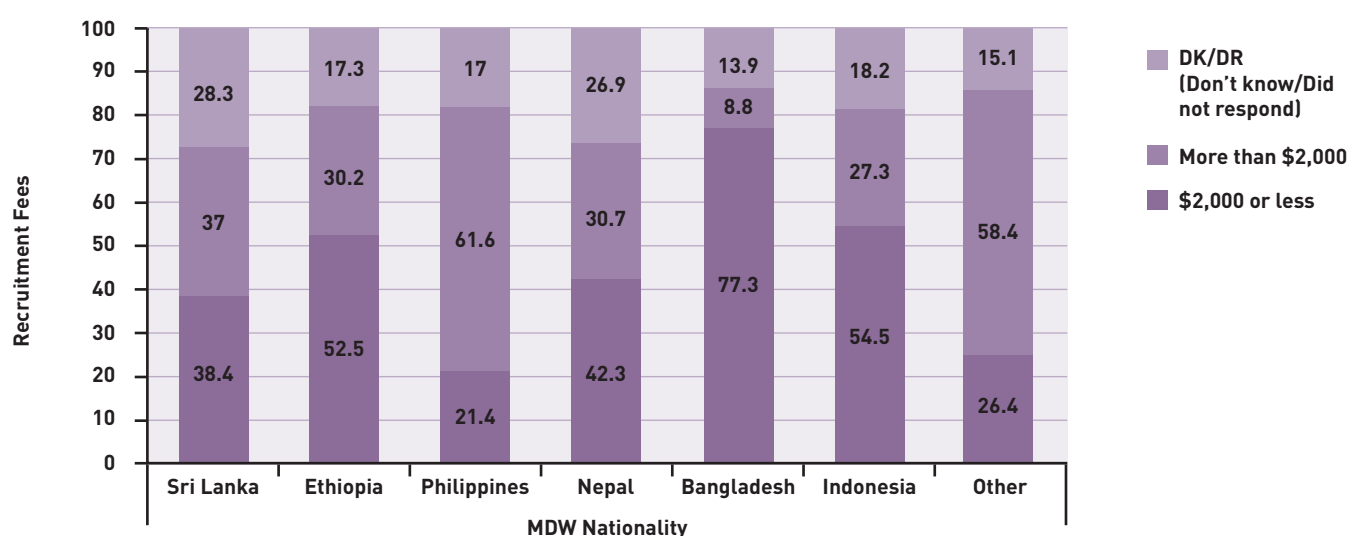
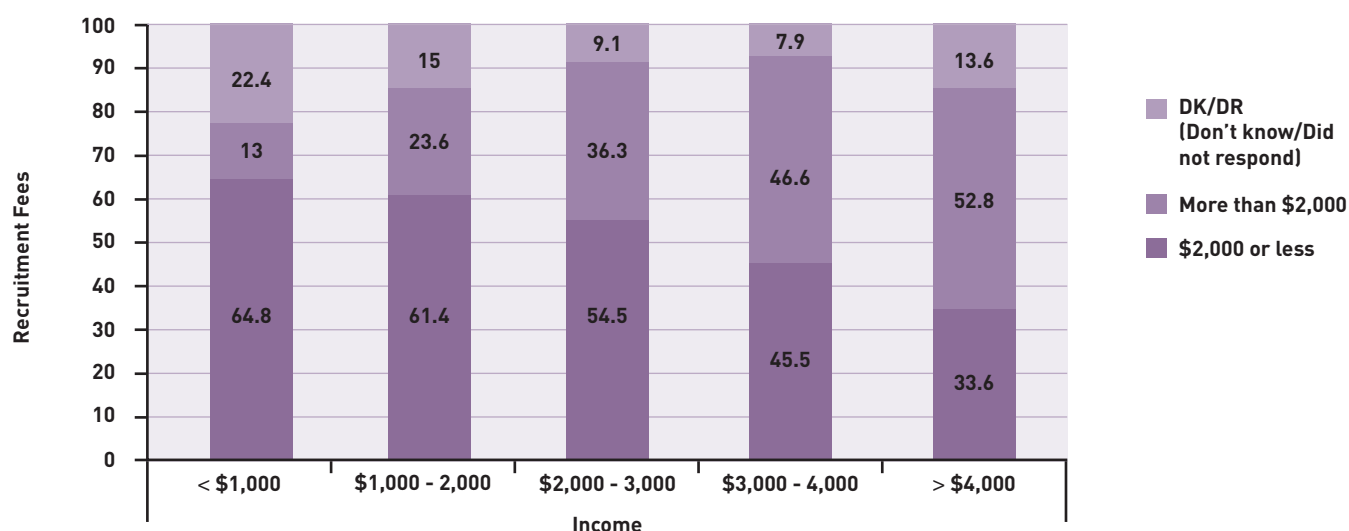


Figure 6 (below) demonstrates that the amount of recruitment fees paid increases with the employer’s socioeconomic status as measured by monthly household income. As income increases, the proportion of employers who pay more than \$2,000 in recruitment fees increases in a step-wise manner. Whereas only 13 per cent of employers in the lowest income category paid more than \$2,000

in recruitment fees, 52.8 per cent of those in the highest income category paid more than \$2,000. It is probable that higher income households pay more in recruitment fees, because they recruit more experienced workers and/or workers from the higher recruitment fee bracket (e.g. Philippines).

²¹ Legally, recruiters in Bangladesh can charge women migrant workers a maximum of 20,000 BDT (\$260) but recruiter interviewees reported charging fees of 60,000 to 80,000 BDT (\$770 to \$1,030). Charging fees to workers violates International Labour Standards.

FIGURE 6. Association between recruitment fees and employer's household income



Although survey results show that only 30.2 per cent of employers of Ethiopian workers paid more than \$2,000 in recruitment fees, participants in in-depth interviews often expressed a common understanding that recruitment fees for Ethiopian and Filipina workers are higher compared to workers from other countries. As Ethiopia and the Philippines have instituted a ban against travel to Lebanon for work, agents factor in the cost of smuggling Ethiopians through Yemen or Sudan and Filipinas through one of the Arab Gulf countries.²² Some agents offer employers a menu of “formulas,” with easier smuggling routes costing more than circuitous ones:

*“-And did the agent tell you what the fees cover?
-Yes, for him [the agent’s profit], for the agency in Ethiopia, and the ticket. The ticket is expensive because Ethiopian workers cannot come [to Lebanon] directly because there is a ban. The agent offered me two formulas, one through Yemen and one through Sudan. I paid for the better formula [through Yemen] because it was easier and did not require that she [the worker] wait a long time, I did not want her to go through trouble.”*

- Female middle-upper class employer from Beirut

Labour recruiters in Lebanon are prohibited from charging migrant workers recruitment fees, which is in line with international standards. The principle of free services for jobseekers was retained as one of the protection provisions in Private Employment Agencies Convention, 1997 (No. 181). Article 7 of this Convention states “PrEA shall not charge directly or indirectly, in whole or in part, any fees or costs to workers.” In addition, Protocol of 2014 to the Forced Labour Convention, 1930, and its accompanying Recommendation (No. 203), created specific obligations on member states to eliminate abusive and fraudulent recruitment practices.

In-depth interviews with workers and survey findings show that workers are still being charged fees, either directly (usually in their country of origin) or indirectly through wage deductions by the employer.

“Honestly, I don’t know [what the \$2,000 covered], I did not ask. I checked with more than one agency and found that this one was cheaper than others were. Of course, I knew that the fees cover the airline ticket and the medical tests ... then I found out that [the domestic worker] also paid money [in her country before she came to Lebanon] but I don’t know exactly what she paid for.”

- Upper-middle class female employer in North Lebanon

²² We use the term smuggling in English in this report because the term used by participants in Arabic, tahreeb “تهريب”, is the same one used in reference to smuggling goods across borders.

The contract, which all Lebanese employers are required to sign, specifies that the employer is required to pay the worker her salary in full at the end of every month. During in-depth interviews, however, some employers indicated that a recruitment agent asked them to pay the first three months' salary to the agency and not to the MDW. Survey findings show that this gross violation of the worker's right to receive her salary in full is indeed prevalent, with two out of five employers who hired the MDW through an agency (40.8 per cent) reporting that they paid the first three months' salary to the agency.

Survey findings showed that employers who paid higher recruitment fees were more likely to deduct the wages of their domestic worker, as shown in Figures 7 and 8. More than a third of employers (36.3 per cent) who paid recruitment fees of \$2,000

or less and half of employers (54.3 per cent) who paid more than \$2,000 in recruitment fees remunerated the first three months' salary to the agency and not to the worker herself. Further, certain nationalities were at a higher risk of having their wages deducted. Around half of employers of Ethiopian (51.5 per cent), Filipina (52.7 per cent), and Nepali (46.2 per cent) workers paid the first three months' salary to the agency and not to the MDW herself. In the "other nationality" category (primarily made up of African countries), 43.4 per cent also had their first three months' salary paid to the agency. The findings are interesting as many agencies also charge employers a high recruitment fee for these nationalities. Further research may be needed to better determine whether employers who pay a higher recruitment fee are more at risk of paying their worker's wages to the agency.

FIGURE 7. Proportion of employers who pay first three months' salary to MDW versus recruitment agency, by recruitment fee paid

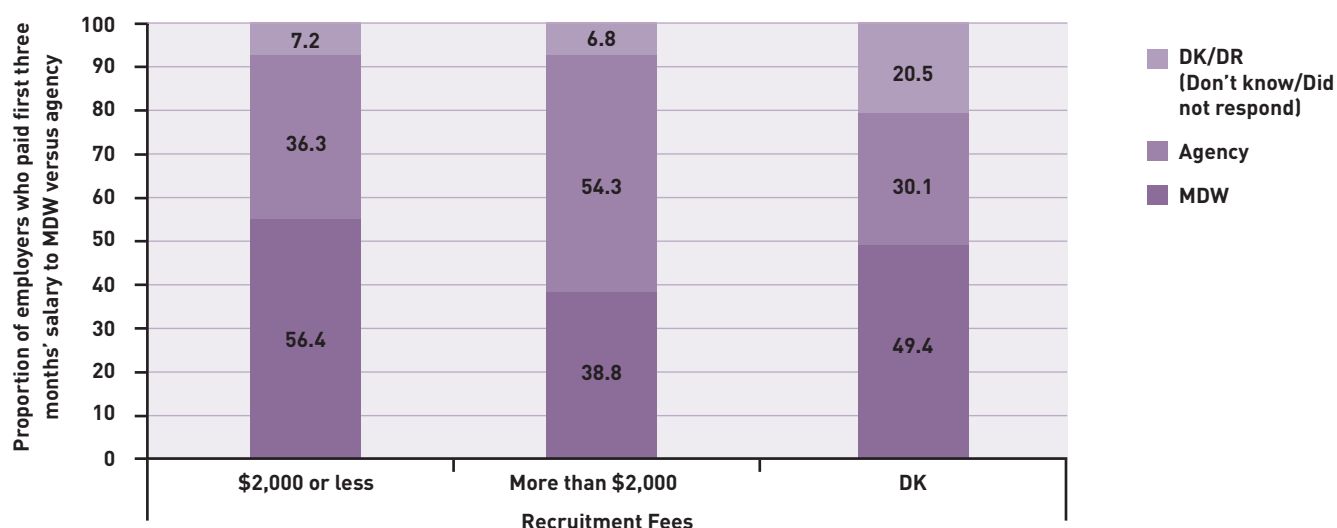
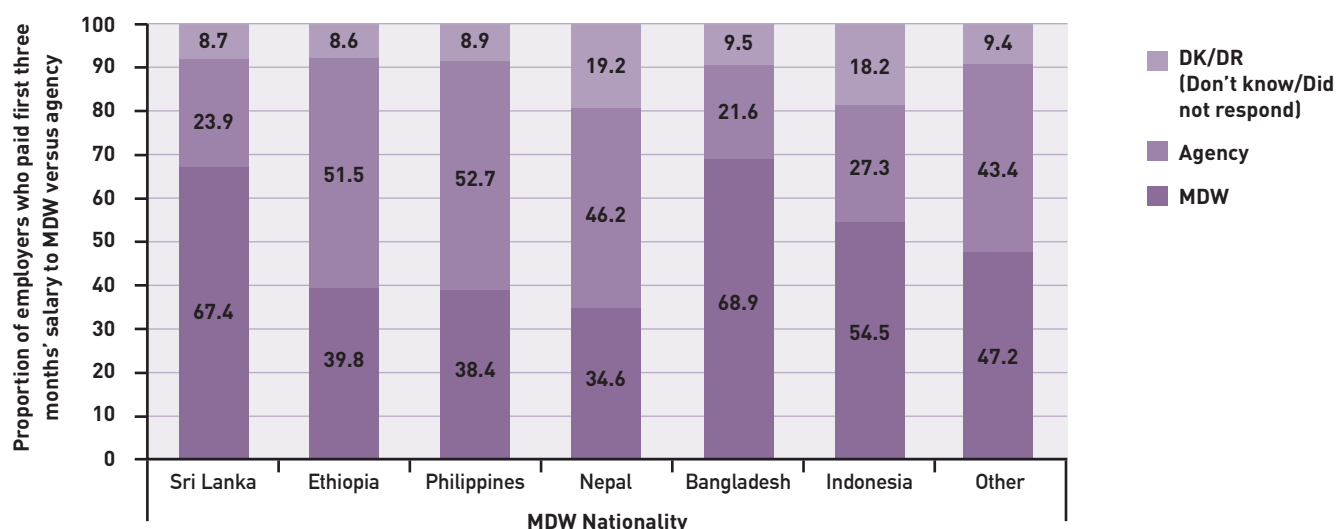


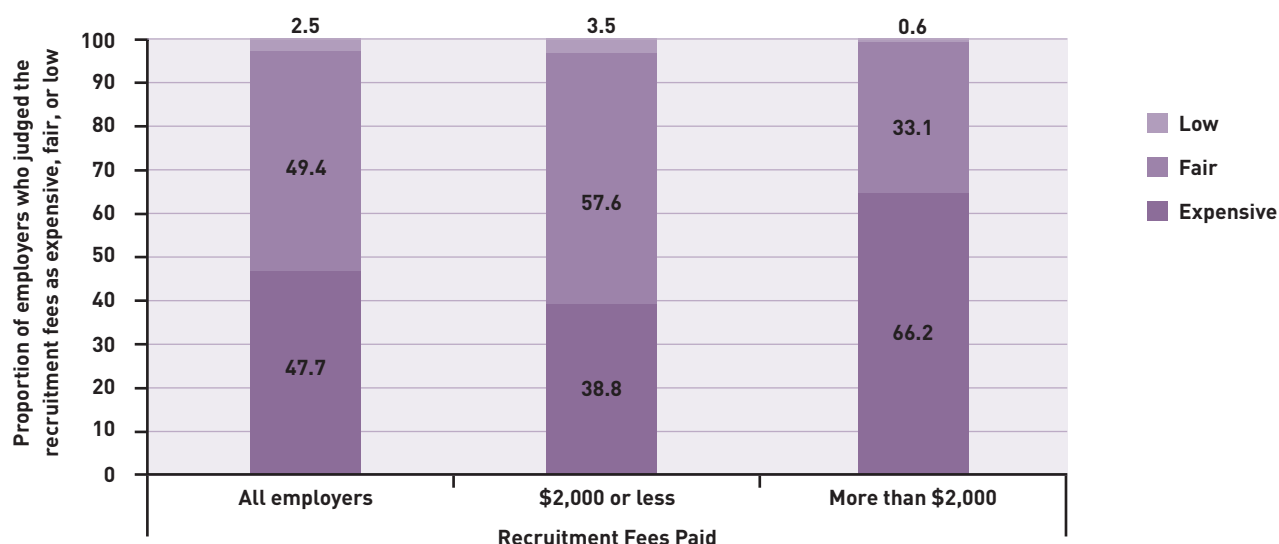
FIGURE 8. Proportion of employers who paid the first three months' salary to the MDW versus to the recruitment agency, by nationality of the worker



Satisfaction with recruitment fees and the recruitment agency

Overall, 47.7 per cent of employers judged the fees they paid to the recruitment agency as expensive, 49.4 per cent judged them to be fair, and a very small proportion (2.5 per cent) judged them to be low (Figure 9). Employers' judgments of whether the fees they paid are expensive, fair, or low, are clearly associated with the actual fees they paid. As such, whilst 38.8 per cent of employers who paid \$2,000 or less in recruitment fees judged these fees as expensive, the majority of those who paid more than \$2,000 in recruitment fees (66.2 per cent) judged them to be expensive.

FIGURE 9. Proportion of employers who judged the fees they paid to the recruitment agency as expensive, fair, or low, by the amount of recruitment fees paid

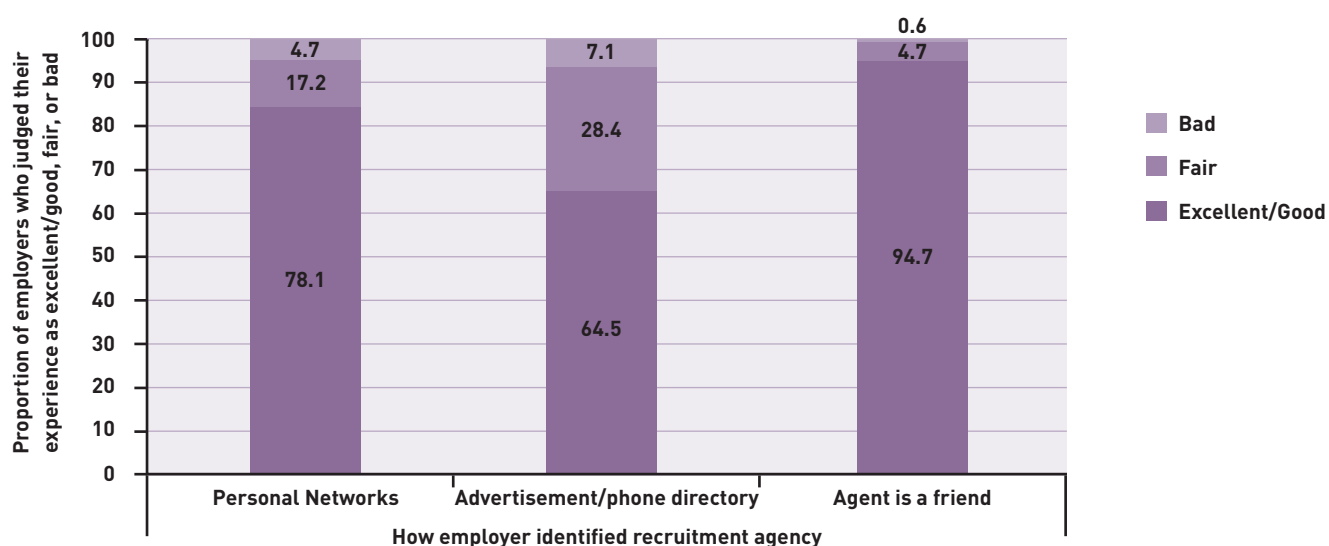


Findings presented earlier in this section show that a large proportion of employers identified the recruitment agency through personal networks and some even described the agent as a friend. This reality had an influence on how employers judged their experience with the agent during the recruitment and hiring process. Overall, 79 per cent of all employers described their experience with the recruitment agency as excellent or good; 16.8 per cent described it as fair and only 4.2 per cent described it as bad. Figure 10 shows differences in how employers judged their experience by whether they identified the agency through personal networks (78.1 per cent judged their experience with the agent as excellent or good) or through an advertisement/phone directory (64.5 per cent judged the experience as excellent or good). Almost all

employers who described the recruitment agent as a friend (94.7 per cent) reported an excellent or good experience during the recruitment and hiring process.

Finally, findings presented in Figure 10 (below) demonstrate that as the employer pays more in recruitment fees, he or she is more likely to report an excellent or good experience with the agency. Whereas 66.7 per cent of employers who paid less than \$1,000 in recruitment fees described their experience as excellent or good, 82.9 per cent of employers who paid \$2,001-\$3,000, 84.6 per cent who paid \$3,001-\$4,000, and 87.1 per cent who paid more than \$4,000 described their experience as such.

FIGURE 10. Association between the employer's experience with the recruitment agency by mode of identifying the agency



E. BANK BONDS

Employers in Lebanon who hire a MDW directly (e.g. through personal contacts) are required to deposit a \$1,000 bond with a government bank. The bond acts as surety for the recruit's return flight upon conclusion of the contract.²³ Employers who hire an MDW through a PrEA are not required to deposit the bond.

Qualitative results show that some but not all employers deposit the \$1,000 bond at the time of hiring. Strangely, survey findings reveal that some employers who recruited using the services of a PrEA paid the bond, while some employers who hired directly did not (Figure 11). For example, 32.2 per cent of employers who hired an MDW through a recruitment agency, and who did not need to deposit \$1,000 in a security account, did so. On the other hand, only 47 per cent of employers who hired an MDW directly actually deposited \$1,000 in a security account. In conclusion, 45.6 per cent of employers who were required to pay the bond did not abide by this provision.

FIGURE 11. Proportion of employers who deposited \$1,000 by mode of recruitment



F. CONCLUSION

In conclusion, findings show that employers rely heavily on recruitment agencies not only to complete the recruitment process but also to manage the employment relationship. For a payment of a hefty recruitment fee, employers outsource a large percent of their employment responsibility to a third party. The employer turns to the agency for advice not only in deciding who to recruit, but also to mediate conflict when the employment relationship turns sour. While many employers see the recruitment agent as a friend, under Lebanese law, the agency representative cannot remain a neutral party. The agency's primary commitment is to run a business and turn a profit, which includes keeping the clients happy. The payment of recruitment fees remains central to the agency business model,

with a large disparity in prices depending on the income of the employer and the nationality of the worker. Bangladeshi workers remain the cheapest to recruit, in part because, in violation of international standards, they co-finance their migration journey.

Wealthy employers pay higher recruitment fees and, in turn, report a more satisfactory experience with the recruitment agency than employers who report lower incomes and pay lower recruitment fees. Importantly, study findings show that two out of five employers overall pay the MDW's first three months' salary to the recruitment agency and not to the worker herself; this is in gross violation of the worker's right to receive her salary in full at the end of every month.

²³ Personal communication with Mr. Joseph Sassine, Director General of the Housing Bank, Interview on 11 October 2012.

SECTION 3

*Employer Knowledge and Practices
Regarding Domestic Worker Rights*

A. INTRODUCTION

In this section, we describe employers' knowledge and practices on domestic worker rights outlined in the standard contract and *kafala*, the two frameworks that define the working relationship between Lebanese employers and MDWs. Where both the contract and *kafala* were silent, researchers tested employer knowledge and practices on rights contained in Domestic Workers Convention, 2011 (No. 189).

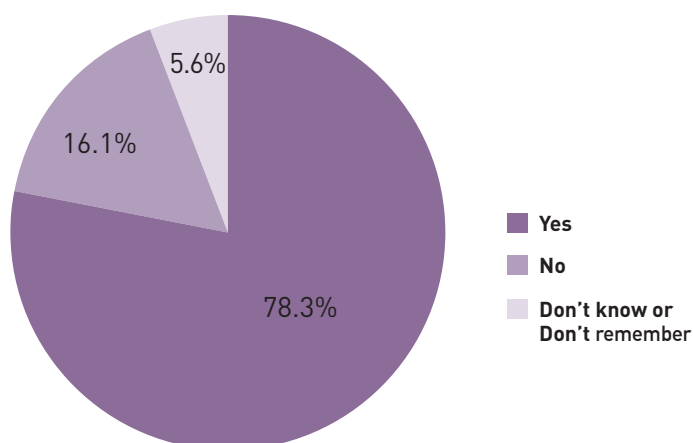
B. EMPLOYER KNOWLEDGE ON BASIC PROVISIONS OF THE STANDARD CONTRACT

Establishing an MDW's residency in Lebanon requires the employer and worker to sign the standard contract at a notary public.²⁴ The contract contains 18 articles that govern the relationship and is only available in Arabic and English. As such, MDWs who come from different national and linguistic

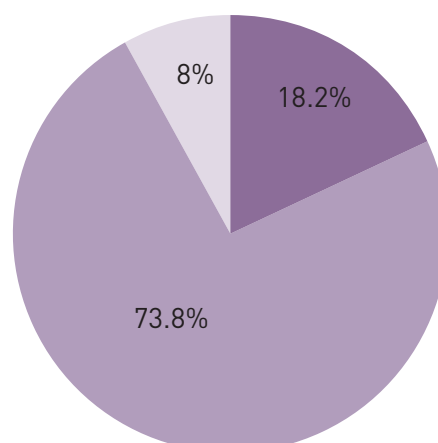
backgrounds sign the contract without reading it or understanding its contents. Findings from the present study also show that an overwhelming majority of workers (73.8 per cent) do not receive a copy of the contract after signing it; by comparison, 78.3 per cent of employers do.

FIGURE 12. Proportion of employers versus workers who received a copy of the contract

Employer received a copy of contract



Worker received a copy of contract

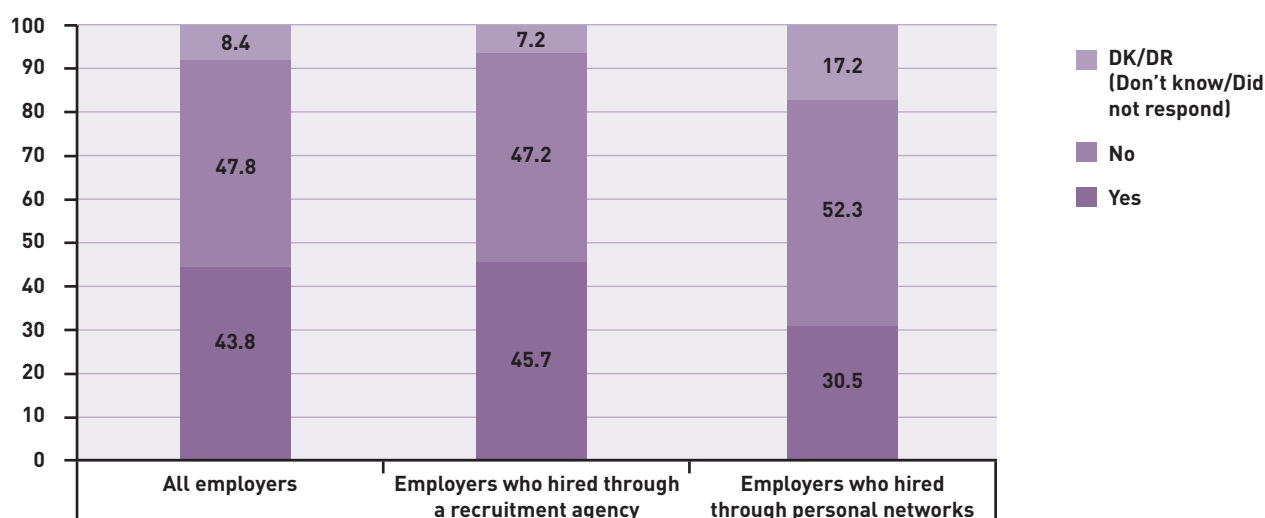


Even though the contract is for one year and renewable, findings from in-depth interviews revealed that many employers believe that the contract period is longer. Figure 13 shows that 43.8 per cent of the employers believe the contract is for three years and 8.4 per cent either do not know or do not remember the length of the contract. In disaggregating employers by whether they hired

an MDW through a recruitment agency versus through personal networks, the findings reveal that more employers who hired an MDW through a recruitment agency are misinformed on the contract length compared to employers who recruited directly. Only 35.5 per cent of all employers reported accurately that the contract is for one year and is renewable.

²⁴ See appendices E and D for the Standard Contract.

FIGURE 13. Proportion of employers who believe the Contract is for three years by mode of recruitment of MDW



Correct knowledge on the contract duration is important because it ensures both the employer and the MDW have a similar understanding on how long the worker should remain with the family. As further findings will show, many employers unlawfully restrict the freedom of their MDW during the initial contract period as a means of securing their financial investment in the recruitment process. Most MDWs experience greater freedom once the initial contract period expires and is up for renewal.

On the inverse, the majority of employers responded accurately to two administrative provisions outlined in the contract: 89.4 per cent of employers know that the employer is responsible for providing the MDW's residency and work permit; 88 per cent of employers know they must provide the MDW's insurance plan. Employers who recruited the MDW through an agency and those who recruited her directly had similar levels of knowledge.

C. EMPLOYER KNOWLEDGE AND PERCEPTIONS ON KAFALA

"[kafala means] the sponsor is responsible if something bad happens to the worker or if she steals something. Usually when a worker does something bad, [the General Security] will ask about the name of the sponsor. ... In the past, the worker of my sister-in-law ran away. She stole her passport [the worker took her own passport], but I don't think she stole anything else from the house. My sister-in-law immediately reported this to the General Security because the worker is on her name ..."

- Female who hires a domestic worker for her elderly mother in Beirut

Kafala's inherent grounding in customary practices rather than a central, codified law means there is a higher risk of misunderstanding its contents. During in-depth interviews, employers demonstrated this, by making false statements on what is, and is not, covered by *kafala*. In the survey questionnaire at least one out of 10 employers selected the "don't know" category (range from 12.8 per cent to 19.5 per cent) on what is covered by *kafala*.

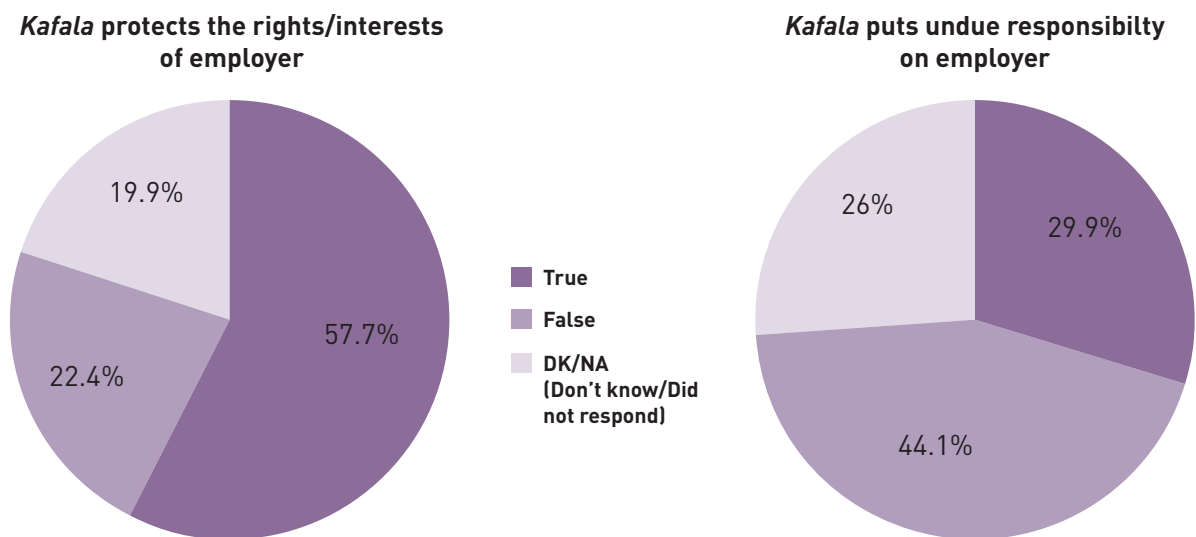
During in-depth interviews, employers also expressed two distinct views about *kafala*. The first and more widely held view is that *kafala* protects the employer, particularly in the context of Lebanon where legal protections are weak. The second view is that *kafala* constrains the employer because it releases the state from the responsibility of managing migrant labour and places it on employers' shoulders.

"No, [kafala] is not good for the employer, because it throws the responsibility on him. This is a huge responsibility. We are talking about taking care of an individual."

- Female who hires a domestic worker for her elderly mother in Beirut

Figure 14 reveals that more than half of the employers (57.7 per cent) believe that *kafala* protects the rights and interests of the employer and only 22.4 per cent believe it does not. Despite the prevalent belief that *kafala* benefits the employer, almost one third of the participants (29.9 per cent) in the survey expressed the view that *kafala* puts undue responsibility on them.

FIGURE 14. Employer perceptions of whether *kafala* protects the rights/interests of the employer or puts undue responsibility on him/her



Despite the problems inherent in *kafala* that can lead to compromising the worker's freedom and rights, ironically, 64.1 per cent of the employers believe that *kafala* protects the rights and interests of the MDW.

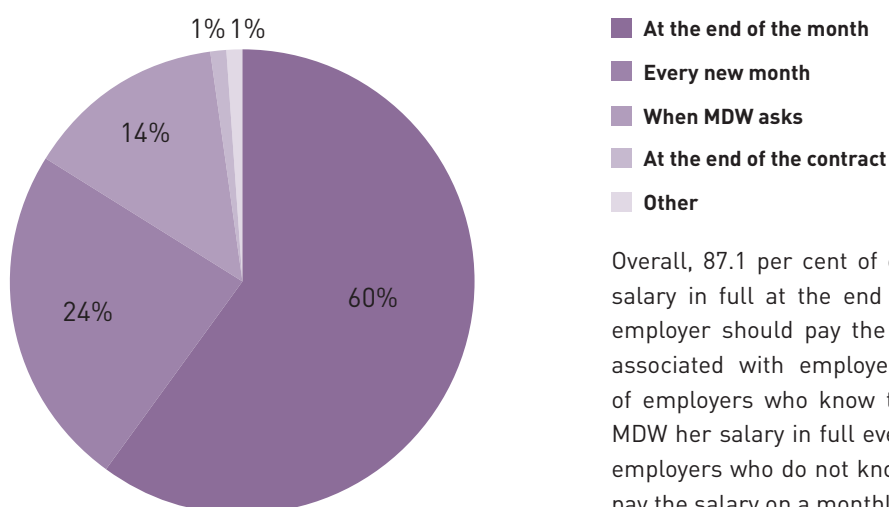
D. SALARY PAYMENT

Article 5 in the contract clearly stipulates that the MDW should receive her salary in full at the end of every month. Our study reveals that only 60 per cent of employers indeed abide by this requirement (Figure 15) whereas 40 per cent do not. Of the non-complying employers, almost a quarter (24.4 per cent) pay the salary every few months and 13.6

per cent pay it when the worker asks for it. Against legal provisions and social norms, 10 participants (about 1 per cent of the sample) reported that they pay the worker her salary at the end of the contract.²⁵ This means that some MDWs go on for one year or more without receiving any sort of payment for their labour.

²⁵ In Lebanon the Standard Contract is one year in length and renewable.

FIGURE 15. Frequency of payment of MDW salary



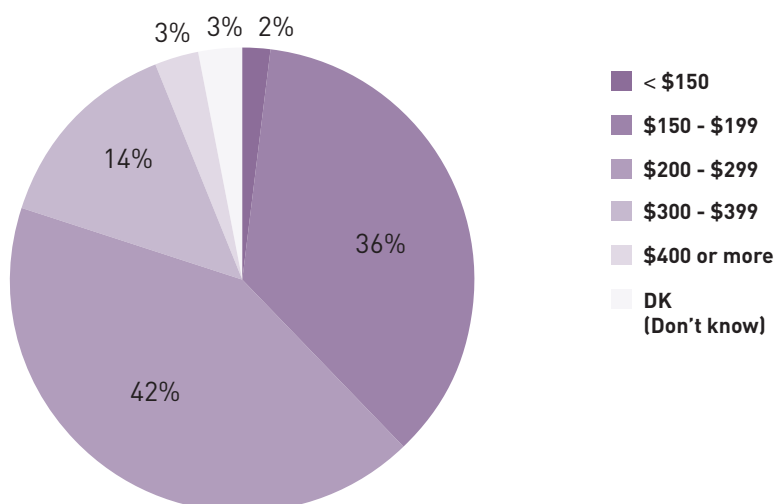
Overall, 87.1 per cent of employers know to pay the MDW her salary in full at the end of every month. Knowledge that the employer should pay the salary in full every month is clearly associated with employer practices. Whereas 62.2 per cent of employers who know that the contract requires paying the MDW her salary in full every month do so, only 23.6 per cent of employers who do not know about this provision in the contract pay the salary on a monthly basis.

E. MINIMUM WAGE

In Lebanon, domestic workers are not covered by the national minimum wage, which is currently set at \$450 per month.²⁶ Further, there is no official guidance for employers on what to pay their domestic workers. As a result, the study found that salaries of domestic workers varied significantly. More than three quarters of employers pay MDWs monthly salaries below \$300

(36.1 per cent pay a salary between \$150 and \$199 and 42.5 per cent pay a salary between \$200 and \$299); see Figure 16. Only 16.4 per cent of employers pay \$300 or more; on the other hand, 30 employers (about 2 per cent of the sample) reported paying less than \$150 a month.

FIGURE 16. Distribution of the monthly salary paid to MDWs



²⁶ See Lebanon – CEACR, Convention No. 131, direct request, 2013.

The researchers carried out further analysis to explore whether the socioeconomic status of the employer associates with the salary paid to the MDW. Survey findings show that as the employer's household income increases, the salary of the domestic worker increases as well. Whilst 61.2 per cent of low-income households (< \$1,000 a month) pay less than \$200 in salary to the MDW, only 11.6 per cent of high-income households (> \$4,000 a month) pay that amount. Yet, only two out of five high-income households (38.1 per cent) pay a salary of \$300 or more.²⁷

The employer's level of education is also an important determinant of MDW salary; 22.4 per cent of employers who hold a university education or higher pay the MDW they hire a salary of \$300 or more, whereas only 6.6 per cent of employers who have primary education or less do so.

FIGURE 17. Salary paid to MDWs by employer's household income

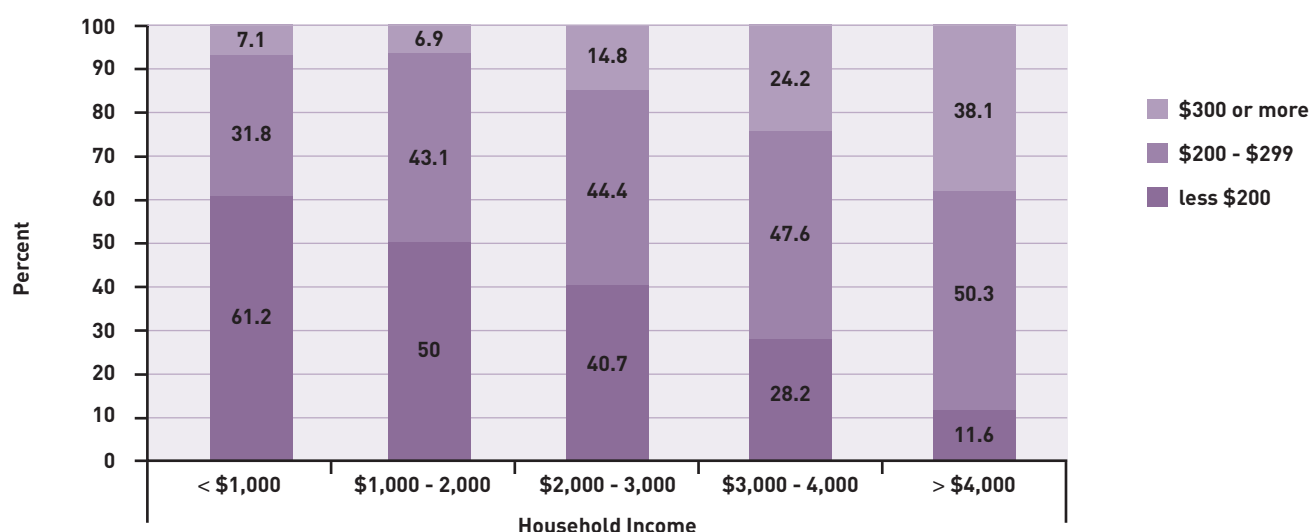
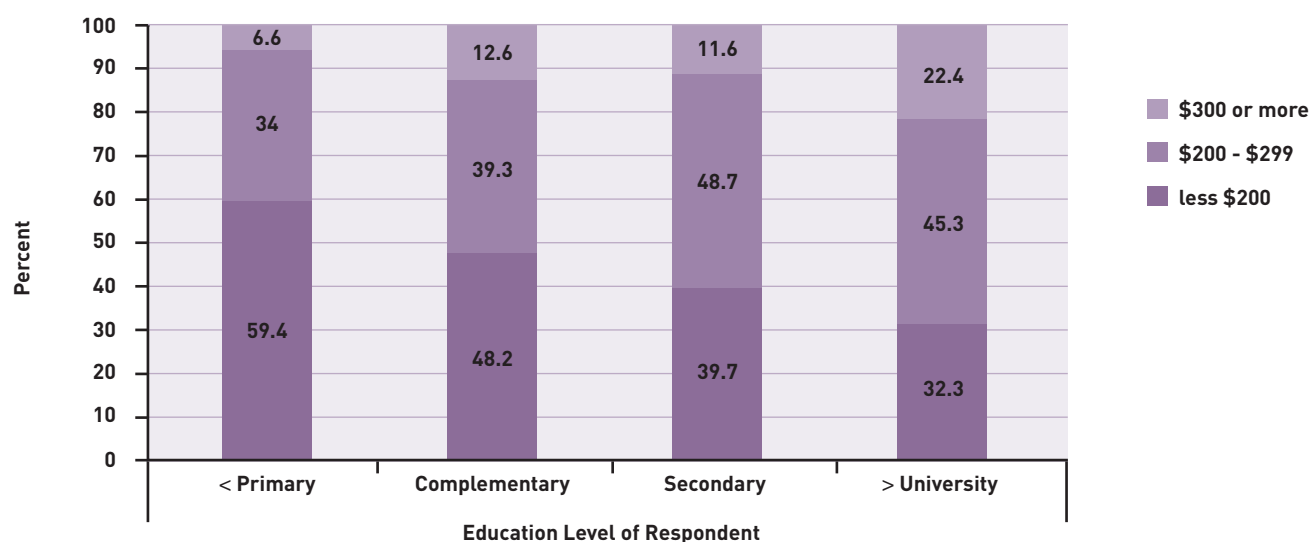


FIGURE 18. Salary paid to MDWs by level of education of the employer



²⁷ We collapsed the migrant domestic worker salary into three categories to generate larger cells in bivariate analysis. The association between the salary workers earn and employer income is highly significant: $\chi^2=115$ and p-value less than .001

Anecdotal evidence suggests that the nationality, and even skin color, of an MDW is an important determinant of her salary. Findings from the present study, based on a representative sample drawn from three geographic regions in Lebanon, provide strong quantitative support that nationality is indeed a main determinant of MDW wages. Figure 19 shows that a large proportion of employers who hire a Filipina MDW (65.4 per cent) pay a monthly salary of \$300 or more. Conversely, a very small proportion of employers who hire Bangladeshi MDWs and none

of those who hire Indonesian MDWs pay that amount; most of the Bangladeshi (72 per cent) and Indonesian (64.3 per cent) workers are paid less than \$200 a month. Half of Ethiopian MDWs (49.3 per cent), the largest proportion of MDWs, earn a monthly salary between \$200 and \$299 but a significant proportion of them (38.3 per cent) are paid less than \$200 a month. Finally, the majority of workers in the “other nationality” category, almost all of whom are from African countries other than Ethiopia, earn monthly salaries in the range of \$200-\$299.²⁸

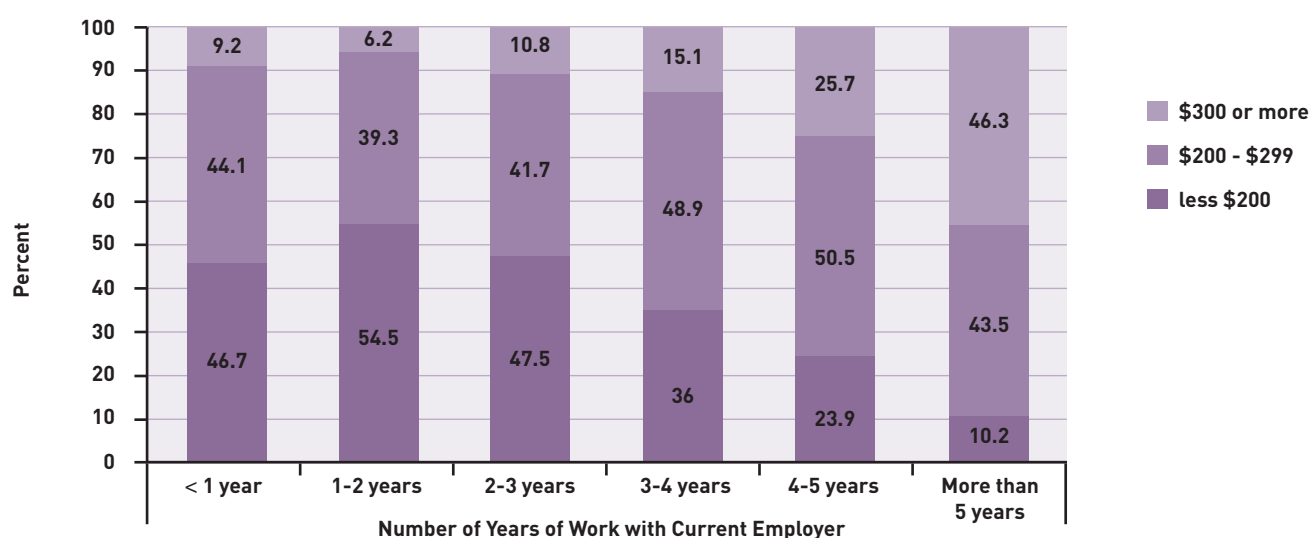
FIGURE 19. Salary paid by nationality of MDW



Further, as the number of years of work with the same employer increases, the worker’s salary increases. This is predictable, given that number of years of work with the same employer is an indication of more experience and a higher level of trust in the relationship. The results in Figure 20, however, indicate that almost half of MDWs receive monthly salaries of less than \$200 during their first three years of work with the same employer. It is only after four years

of work that half of MDWs are paid a monthly salary in the range of \$200 to \$299 and a quarter are paid a monthly salary of more than \$300. It should be noted that some employers do not provide wage increases regardless of the number of years of service. Study findings show that 10.2 per cent of employers continue to pay an MDW who has been working in their household for more than five years a monthly salary of less than \$200.

FIGURE 20. Salary paid to MDWs by number of years of employment



²⁸ The association between worker salary and national origin is highly significant.

F. LIVING CONDITIONS

The contract includes a clause stating that the employer is obliged to guarantee acceptable working conditions to the worker and to provide her with food and clothing²⁹. The contract, however, does not define acceptable working conditions, nor does it provide guidance as to the amount or quality of the food and clothing. Furthermore, the contract does not make any mention of the employer's obligation to provide a private living space (or a private bedroom) to the worker.

The findings presented in Figure 21 show that even though the majority of employers (69.3 per cent) provide a private bedroom to the worker, in a good proportion of Lebanese households, the worker sleeps in the living room (14 per cent) or in the children's bedroom (5 per cent), kitchen (4 per cent), or on a balcony (4 per cent). Upon further examination, the findings show that, whereas the majority of Filipina (84.1 per cent), Sri Lankan (82.3 per cent), and Ethiopian (70.5 per cent) workers sleep in a private bedroom, more than half of Nepali workers (51.4 per cent) are not provided a private room in the employer's house and sleep in the living room, children's bedroom, kitchen, or on a balcony; Figure 22.

FIGURE 21. Proportion of MDWs who sleep in a private bedroom versus in a non-private space

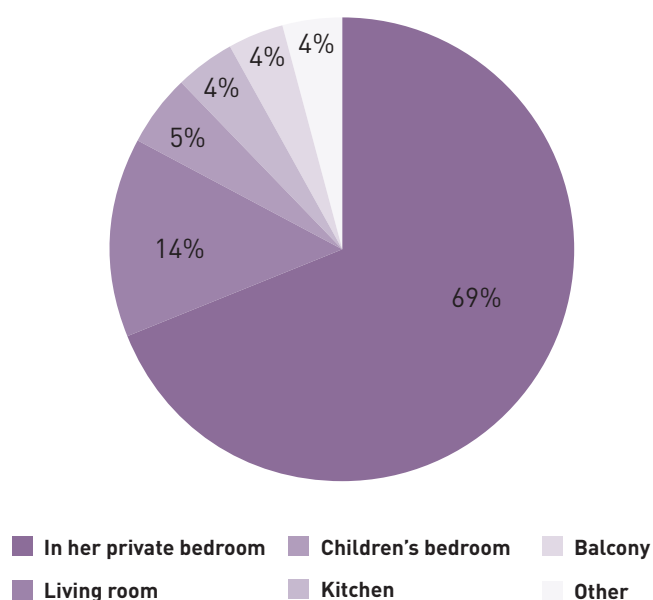
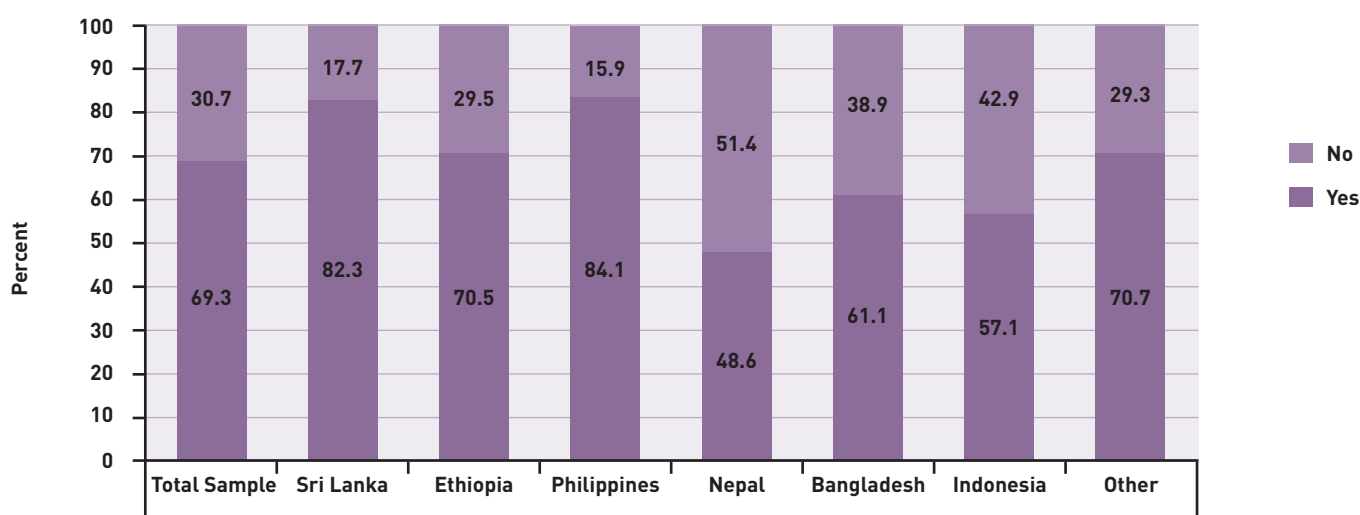


FIGURE 22. Proportion of MDWs who sleep in a private bedroom by nationality



Although there is no provision in any document stating that an MDW must live in her employer's house (the contract merely states that the employer is required to provide housing to the worker), three quarters of Lebanese employers (76.4 per cent) falsely believe this to be a mandatory condition of the *kafala* system.

²⁹ Clause # 7 in the Standard Contract.

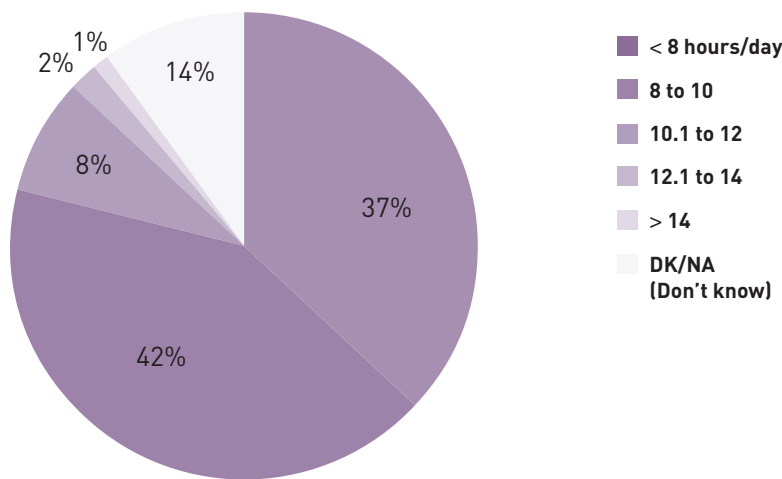
G. NUMBER OF HOURS AND NUMBER OF DAYS OF WORK

The number of hours of work per day is an important indicator of working conditions. Long and unpredictable working hours impose a high cost on a worker's health and, in turn, erode their efficiency and the quality of service to the employer's household. Although the eight-hour working day is now an internationally accepted legal norm, domestic workers often work beyond the standard hours.

The contract in Lebanon stipulates that the worker has the right to eight hours of uninterrupted rest at night. The employer can determine the number of work hours as long as they do not

exceed an average of 12 hours a day. Our findings indicate that the majority of employers adhere to both these provisions (Figure 23); 37.2 per cent reported the MDW to work up to 8 hours and 41.8 per cent reported the MDW to work 8 to 10 hours. Less than 3 per cent of employers reported that the MDW works more than 12 hours a day. Further analysis did not reveal any clear pattern in number of hours of work by the employer's socioeconomic characteristics or the nationality of the MDW and the length of time she has been working for the same employer.

FIGURE 23. Number of hours of work per day



It is important to note that a significant proportion of employers surveyed did not know how many hours the MDW they hire works on an average day (10.6 per cent). Our qualitative data sheds light on this finding; quite a few employers indicated during in-depth interviews that they do not specify the number of hours of work but request that a certain set of household tasks are completed on a specific day. This means that, in some cases, an MDW may work in the morning, take a break in the middle of the day, but return to work to prepare dinner and carry out other household tasks in the evening. Concurrently, attempts to obtain accurate data to describe when MDWs begin work and when they end their work schedule were not fruitful. The majority

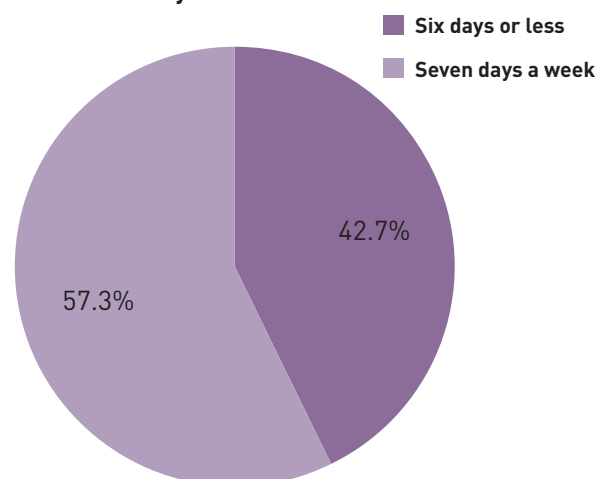
of employers indicated that even if the MDW begins work at 6 am and finishes at 8 pm, she is only expected to work eight to 10 hours a day and is allowed to take long breaks in between.

Interestingly, while most employers stated the MDW works less than 12 hours a day, only 48 per cent knew this provision was included in the contract. Otherwise, 23.8 per cent of employers replied that there is no provision in the contract on work hours and 28.2 per cent replied that they do not know or do not remember. There was no difference in knowledge between employers who hired the MDW through a recruitment agency and those who hired directly.

H. RESPECTING THE WORKER'S RIGHT TO A DAY OFF

The contract states clearly that the worker has the right to a full day of rest (24 hours uninterrupted). One of the alarming findings from the study is that half of Lebanese employers (50.7 per cent) do not abide by this provision. Figure 24 demonstrates that only 42.7 per cent of MDWs in Lebanese households work six days or less per week, whereas the rest (57.3 per cent) work seven days a week; only 2.5 per cent of MDWs work five days a week (results not shown).

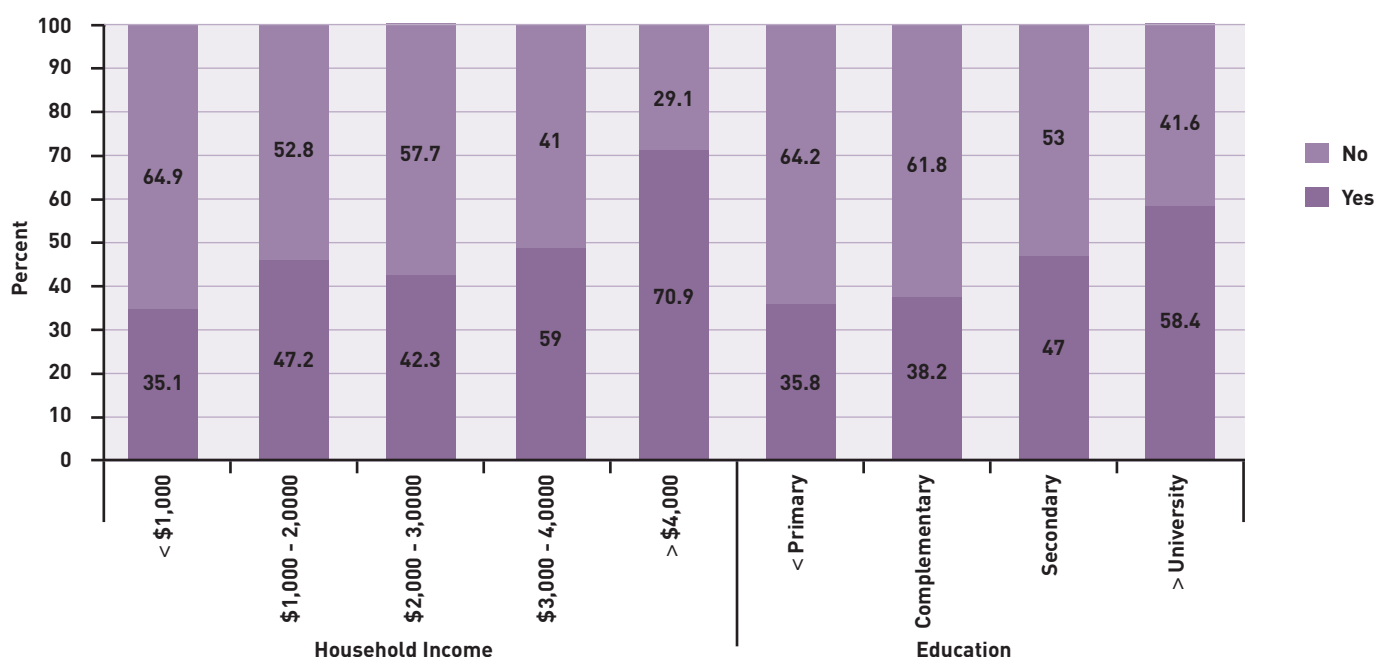
FIGURE 24. MDW Day of Rest



The findings suggest that even though most MDW do not work more than the 12 hours a day as prescribed in the Standard Contract, their working week is longer than the 40-48 weekly limits set out in International Labour Standards.³⁰ Further analysis show that respecting the worker's right to a full day of rest associates with particular characteristics of the employer. Figure 25 demonstrates that the right of an MDW to a full day of rest is more respected

by employers with a higher socioeconomic status. In the highest income category (> \$4,000) for example, 70.9 per cent of employers respect this right compared to only 35.1 per cent of those in the lowest income category (≤ \$1,000). Conversely, the proportion of employers who respect this right reaches only 58.4 per cent in the highest education group (university education or more) and 35.8 per cent in the lowest education group (primary education or less).

FIGURE 25. Respecting the MDWs right to a full day of rest by the employer's SES

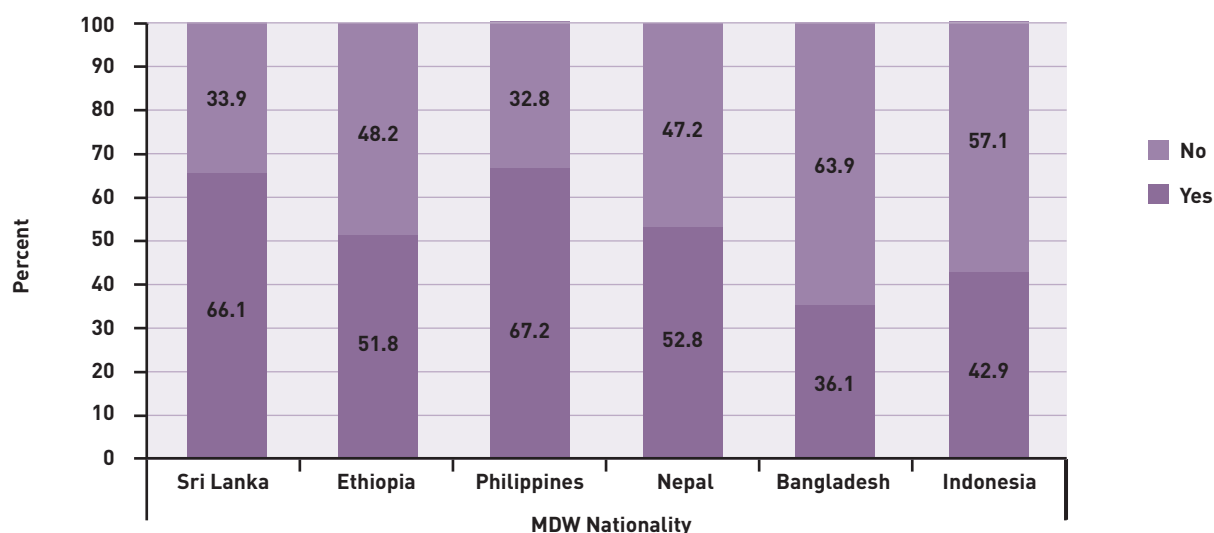


³⁰ The first international labour standard adopted by the International Labour Organization (ILO) soon after World War I was the Hours of Work (Industry) Convention, 1919 (No. 1), which set 48 hours as the acceptable limit for a normal working week. During the Depression of the 1930s, the Forty-Hour Convention, 1935 (No. 47), introduced a new limit, which has since become the Organization's vision of acceptable working hours.

Further analysis revealed important differences in the number of days of work per week by the nationality of the MDW (Figure 26), but not by the number of years of work with the same employer. For example, whereas 40 per cent of MDWs from Sri Lanka and the Philippines work seven days a week, about 60 per cent of MDWs from Ethiopia and Nepal work seven days a

week. The majority of MDWs from Bangladesh and Indonesia (70 per cent and 76.9 per cent, respectively) work seven days a week. Ironically, the largest proportion of MDWs who work seven days a week is amongst those who earn the lowest monthly wage (< \$200).

FIGURE 26. Proportion of MDWs who receive a full day of rest by nationality



Surprisingly, the number of years of work an MDW has dedicated to her employer does not associate with a higher probability of receiving a full day of rest. The proportion of MDWs who receive a full day of rest hovered around 50 per cent, irrespective of the number of years of work, and increased only slightly for MDWs who have been working for the same employer for more than five years (58.2 per cent).

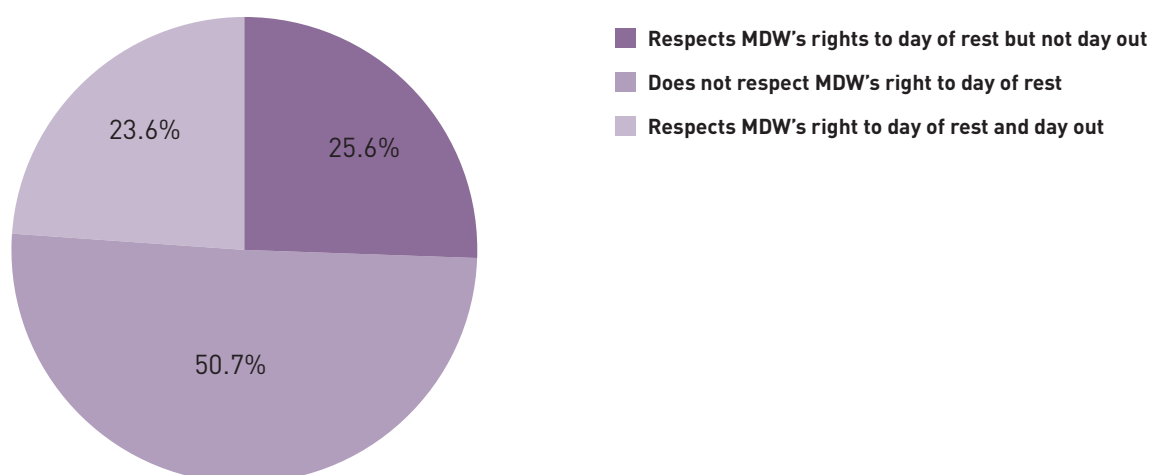
Overall, many employers did not know that MDWs have the right to a day of rest. Only slightly more than half of all employers (53.9 per cent) knew that the contract grants the MDW a full day of rest (24 hours continuous). In this case, a higher proportion of employers who hired the MDW through personal networks (65.6 per cent), than those who hired her through a recruitment agency (52.2 per cent), exhibited accurate knowledge on this point.

Knowledge that the MDW has the right to a full day of rest is clearly associated with employer practices. Whereas 62 per cent of employers who know that this stipulation is included in the

contract give a full day of rest, only 32.1 per cent of employers who do not know about the stipulation respect it. On the one hand, these associations highlight that employer practices could be improved by simply increasing their knowledge of contract provisions. On the other hand, that almost 40 per cent of employers who know what the contract stipulates still violate the rights of the MDW (by not paying her salary every month or not respecting her right to a full day of rest), raises the need to think of other interventions to prevent these rights violations.

In addition, contrary to Domestic Workers Convention, 2011 (No. 189), of 582 employers who respect the worker's right to a full day of rest, only half allow her to go out alone (Figure 27). It is likely that very few employers allow their domestic worker to leave the home unescorted on her day off because the standard contract does not clearly enumerate this right. Other reasons why most employers do not provide a day out unattended are discussed in Section J. of this report.

FIGURE 27. Proportion of employers who respect the MDW's right to a full day of rest/day out



I. LOCKING THE WORKER INSIDE THE EMPLOYER'S HOUSE

"Of course I am against locking the worker inside! What if something bad happens? What if a fire happens, or an explosion? No, haram, I don't want anything to happen to [the worker] and to know that no one could open the door. I am against locking the door on the worker ... even though I understand that some employers do it because they have gone through negative experiences."

- Female employer of a domestic worker in mixed-income area of Beirut

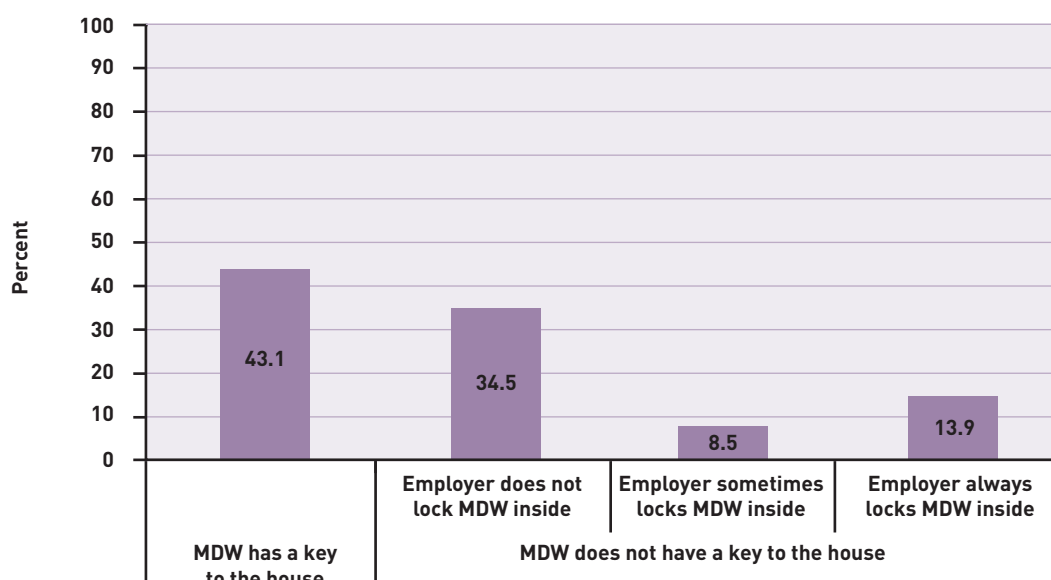
"When we go out, [the MDW] tells me, please Mr., lock the door. I feel good because she is the one who asks me to lock the door. ... Honestly, I prefer to lock her inside. You never know. Sometimes you can get mugged even if you are inside your house, so what about if you are not there and the worker does not know how to deal with a situation like this. I like the fact that she asks me to lock her inside, though I try not to show it. So, now, I lock the door and leave, because this is her request."

- Male middle-class employer of a domestic worker in Beirut

As demonstrated by the two quotations above, some Lebanese employers describe the practice of locking a worker inside as unacceptable because it violates the worker's rights and autonomy; others believe it places the worker at risk in case of a fire or other emergencies. On the other hand, employers often justify locking the MDW inside to either protect her from strangers or to protect themselves or family members from the worker who might invite unscrupulous men inside. Other survey evidence described below suggests employers may also lock a worker in the house to prevent her from absconding.

Survey findings reveal that one out of five Lebanese employers lock the worker inside, although this finding may be unrepresentative given the social undesirability of disclosing the practice. The findings in Figure 28 show that 43.1 per cent of employers give the worker a key to the house, implying the worker has some degree of freedom of movement. In 34.5 per cent of cases, employers do not give the domestic worker a key to the house but leave the door open so she is able to exit. Otherwise, 13.9 per cent of employers always lock the worker inside and 8.5 per cent sometimes lock her inside. This means that 22.5 per cent of all employers in the survey either always or sometimes lock the domestic worker inside the house.

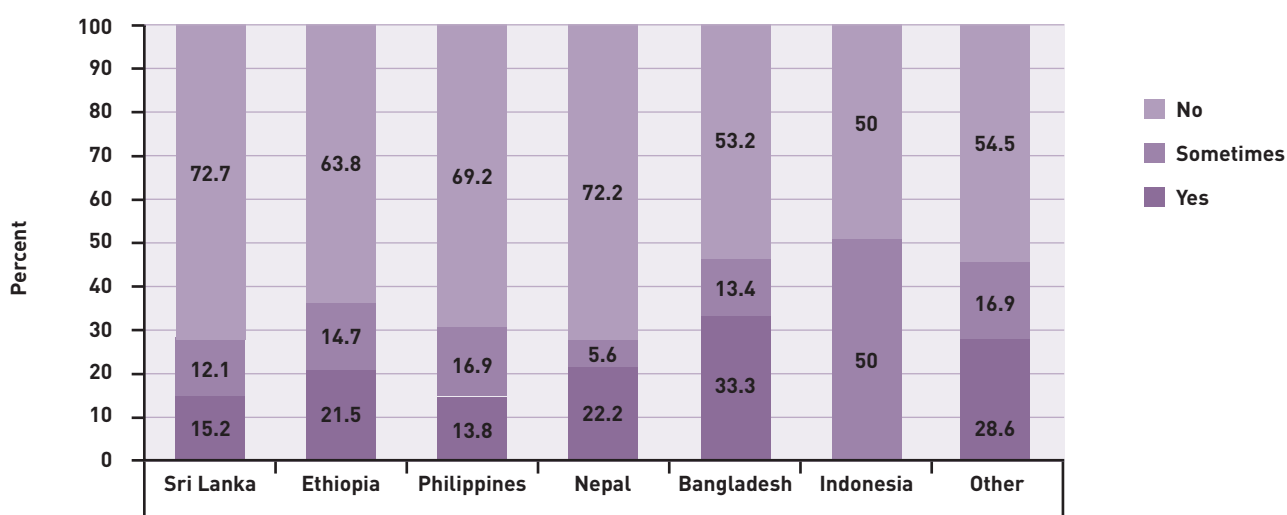
FIGURE 28. Proportion of employers who sometimes or always lock an MDW inside



Further analyses were carried out on the sub-sample of employers who do not give the MDW a key to the house (N = 683) to examine whether the practice of locking the worker inside is determined by the socioeconomic characteristics of the employer, or the nationality of the worker and the number of years of work. Interestingly, the practice of locking a worker

inside did not differ by the employer's household income or level of education. On the other hand, Figure 29 demonstrates that MDWs from Bangladesh, Indonesia, and the other nationality category (mostly from African countries) are more likely to be sometimes or always locked inside the employer's home compared to MDWs from Sri Lanka, the Philippines, or Nepal.

FIGURE 29. Proportion of MDWs locked inside the home by nationality

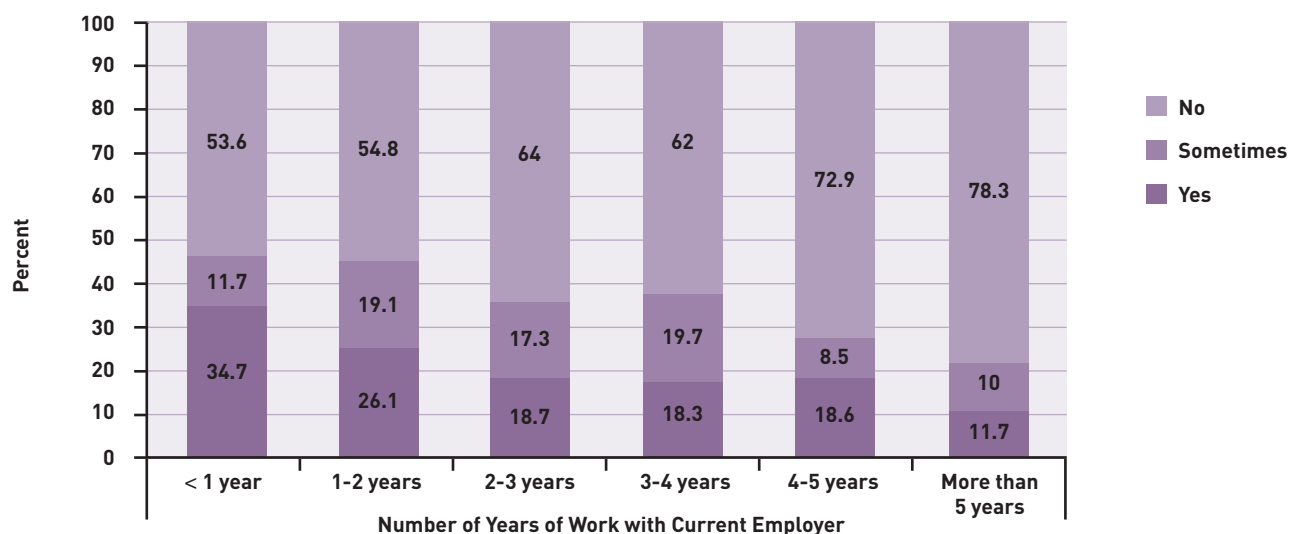


While the difference in employers' treatment by nationality is likely due to a variety of factors, the ILO Study "For a Fee" also shows that it may be partially linked to national stereotyping.³¹ Labour recruiters, who advise their clients (employers) which nationalities are likely to run away or steal, and which are the most reliable and honest, may fuel the employer's belief in such generalizations. For example, some recruiters in Lebanon advise against hiring Bangladeshi domestic workers since they "run away."

Further, Figure 30 shows that whereas almost half of MDWs who have been working for their current employer less than one year (46.4 per cent) or 1-2 years (45.2 per cent) are sometimes or always locked inside, only 21.7 per cent of MDWs who have been working for their current employer for more than five years are.

³¹ International Labour Organization "For a Fee: The business of recruiting Bangladeshi women for domestic work in Jordan and Lebanon" (June 2015) pg. 18.

FIGURE 30. Proportion of MDWs locked inside the home by number of years of work

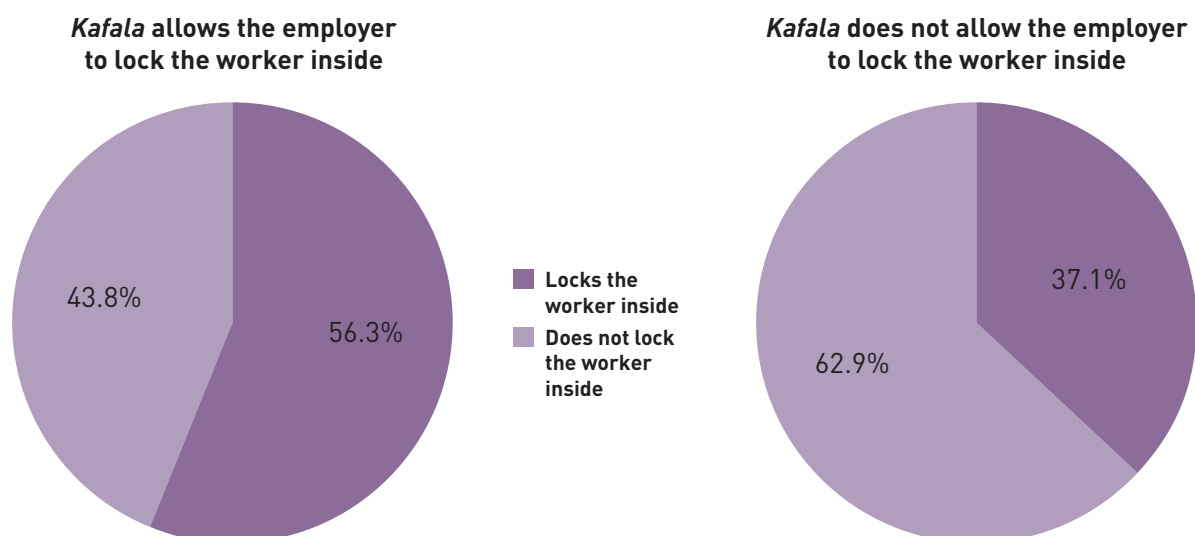


The finding that domestic workers are more frequently locked in the home within their first year of employment further suggests the practice is linked to the issue of trust and the employer's desire to protect their own financial interests (linked to the payment of the recruitment fee). A comprehensive discussion on why employers limit the freedom of their domestic workers is discussed in more detail in part J of this report.

It is important to note that neither the contract nor *kafala* allows the employer to lock the MDW inside the house. Despite this, 17.9 per cent of the employers falsely believe *kafala* gives them this right. Furthermore, 17.8 per cent were not sure whether it did or not. On the other hand, 64.3 per cent of employers knew *kafala* did not give them this right.

The researchers conducted further analysis to see whether there is an association between the belief that *kafala* gives the employer the right to lock the worker inside and the actual practice; The analysis was limited to the subset of 683 employers who do not provide the MDW with a key to the house. Figure 31 below shows that 56.3 per cent of employers who believe *kafala* gives them the right to lock a worker inside engage in the practice. Conversely, only 37.1 per cent of those who do not hold this belief actually engage in the practice. The difference between the two groups is significant and suggests that correct knowledge in this case does affect actual practice. Nonetheless, the high proportion of employers who lock their worker inside the house, while knowing it is not within their rights to do so, is also alarming and speaks to the socially normative nature of this practice.

FIGURE 31. Association between accurate knowledge of *kafala* and the practice of locking a worker inside



J. RETENTION OF IDENTITY DOCUMENTS

"[I keep her passport] just as I keep my children's passports in a safe place, because they are important documents. But I told [the worker] that if she wants to leave, then I will give her the passport and she can leave. I keep the passport just because it is an important document, and the residency as well, I keep them because it would be a big problem if they get lost."

- Middle-class female employer of a Sri Lankan domestic worker in Beirut

Contrary to Domestic Workers Convention, 2011 (No. 189), which specifies that MDWs "are entitled to keep in their possession their travel and identity documents" (Article 9), retention of a MDW's passport is normative and almost universally practiced by Lebanese employers. And 94.3 per cent of employers withhold the worker's passport; of those (N = 1121), 80.4 per cent reported that the worker cannot obtain her passport back from the employer if she requests it and 74.2 per cent reported that the worker does not even have a copy of her own passport.

During in-depth interviews, employers explained that they withhold the worker's passport to deter the worker from "escaping." The employers' heightened fear of a worker terminating the employment relationship early relates to their significant financial investment in the recruitment process.³² The argument that the worker's passport is a guarantee against the employer's financial loss was voiced repeatedly by employers, who often referred to the context of weak protections offered to them by the General Security and the Ministry of Labour.

"Under the current conditions [meaning weak legal protections in Lebanon], keeping the passport is good. Because the only guarantee that the employer has in return for the money they paid [to the recruitment agency] is the passport. Still, a worker I used to hire escaped without her passport. So, even if you withhold the passport, the worker will escape!"

- Female middle class employer of an Ethiopian domestic worker in Beirut

Given the very high proportion of employers who engage in this practice, we did not expect to find differences between employers of different socioeconomic levels. Nonetheless, we carried out further analysis to confirm that this is indeed the case. The findings show that the rate of withholding the worker's passport remains well over 90 per cent irrespective of the employer's household income or educational level. Further analysis also revealed that the practice remains high and unaffected by the nationality of the MDW or the number of years she has been working for the same employer.

Further, 91.3 per cent of employers withhold the worker's residency permit; of those, 79.6 per cent indicated that the worker would not receive her permit back from the employer upon request. The same patterns revealed for the employer practice of withholding the worker's passport hold for the residency permit

as well; the rate is high and does not differ by the socioeconomic characteristics of the employer (education and household income) or the nationality of the worker.

During in-depth interviews, employers frequently explained that the recruitment agent informed them that they could withhold the worker's passport. As such, we carried out further analysis to examine whether this practice differs between employers who hired an MDW through a recruitment agent and those who hired her directly. The results show a significant difference between the two groups; whereas 95.6 per cent of employers who hired through a recruitment agent withhold the worker's passport, 85.2 per cent of those who hired directly do so. Nonetheless, the fact that employers in general have high rates of passport retention show the practice is influenced by prevailing social norms as well as the hiring process.

³² Section four explains the recruitment process in more detail.

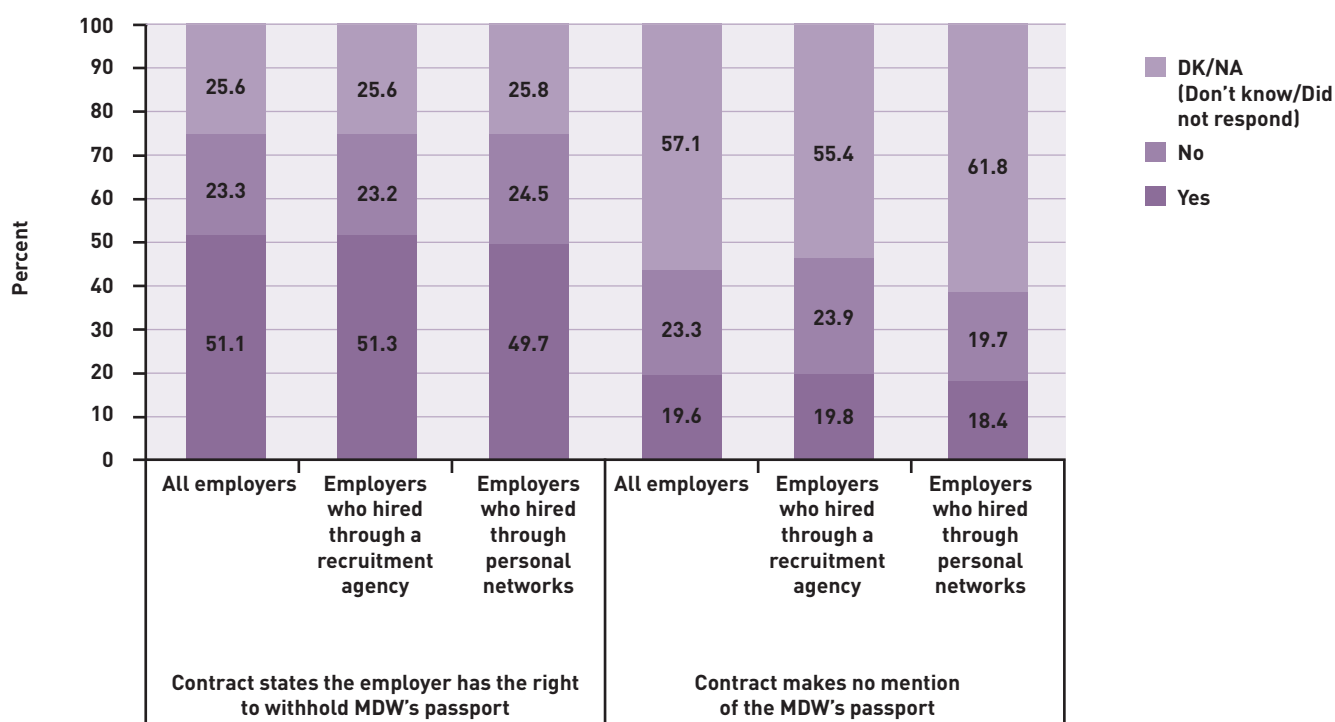
Neither *kafala* nor the contract gives employers the right to retain a worker's passport; none of the contract provisions, however, make it clear that the employer does not have this right. In this legal grey zone, survey findings show that more than half of all employers (51.1 per cent) incorrectly believe that the contract allows the employer to withhold the worker's passport. Furthermore, 23.3 per cent correctly replied that the contract does not grant the employer the right to withhold the worker's passport and 25.6 per cent replied that they do not know or do not remember what the Contract stipulates in this regard.

Knowledge about whether the contract sanctions or does not sanction withholding the worker's passport does not change much between employers who hired an MDW through a recruitment agency versus those who hired her through personal contacts. Further, of the 587 employers who replied with a "no" or "don't know or don't remember" to the statement that "the

contract states the employer has the right to withhold the MDW's passport," only 19.6 per cent indicated, correctly, that the contract does not make any mention of the worker's passport (columns 4-6 in Figure 32). Of note is the large proportion of employers who do not know or do not remember what the contract they signed at the time of hiring stipulates with regard to the legality of withholding the worker's passport.

The relationship between the employer's knowledge of the law and passport retention is also not clear. Almost all employers who believe the contract gives them this right actually withhold the passport of the MDW (97.9 per cent); nonetheless, about 90 per cent of employers who know that the contract does not give them this right and employers who are not sure what the law says still engage in this practice. The almost universal practice of retaining the MDW's passport is perhaps not surprising given the law's ambiguity on the subject, and the socially normative nature of this practice.

FIGURE 32. Employers' knowledge of whether the contract mentions withholding the worker's passport, by mode of hiring an MDW (through an agency versus through personal networks)



K. REASONS WHY EMPLOYERS LIMIT THE FREEDOM OF THEIR DOMESTIC WORKERS

In-depth interviews and survey findings show that many employers restrict their worker's freedom, by locking the worker in the house, retaining her passport and residency permit and/or requiring her to remain in the household or stay with its members during periods of daily and weekly rest or leave. The following section describes rationales for employer behaviour and the resulting policy implications.

"Some of [the MDWs] come with the intention to run away. They come intending to work for the employer for one or two months and then run away. And the [Lebanese] state does not do anything about it and does not try to stop them. What about the employer who paid money? The state does not protect the employer!"

- Middle-class female employer of a Sri Lankan domestic worker in Beirut

In-depth interviews and survey results find that many employers restrict the freedom of the MDW to safeguard their own financial investment in the recruitment process. As discussed earlier, employers pay between US\$ 2,000 – US\$ 3,000 to secure an MDW for a contract period of one year (renewable). If the worker decides to leave and terminate the Employment contract early, either the employer or the recruitment agency will need to pay out of pocket for a replacement. Hence, to ensure that workers respect the full working term of their employment, many employers and recruitment agencies curtail the MDW's freedom. The restriction of a domestic worker's freedom to leave the employment relationship without threat or penalty is a clear violation of international standards and in particular Forced Labour Convention, 1930 (No. 29). At the same time, stronger policies and actions could be taken by the recruitment industry and countries of origin and destination to lower recruitment costs

for employers and/or minimize the risk of large financial loss in case of the worker's early termination of contract. This may include implementation of an insurance scheme for employers to recoup part of their initial fees when MDWs terminate employment early through no fault of the employer.

Some employers during the in-depth interviews indicated they restrict the MDW's freedom to minimize the risk of external influences. The majority of these concerns revolved around three categories: worker empowerment, engagement in romantic relationships and/or illegal activities. Employers during the in-depth interviews expressed a popular belief that giving a domestic worker too much freedom leads to "problems" including domestic workers being "corrupted" by female friends who are assertive and demand rights, as the quote below demonstrates.

"I do not like the idea of giving [the MDW] a day to go out on her own. Anyway, when I go out on Sunday, I take her out with me. When I go to a restaurant, I take her with me. She does not clean or do the dishes or do anything, she is out with me. I don't like to give her a day [to go out]. ... Let me tell you what I think is the problem. [Workers] influence each other [negatively from the point of view of the employer] and they corrupt each other."

- Lower middle-class female employer in South Lebanon

³³ Domestic Workers Convention, 2011 (No. 189), Art. 9(b). It should be noted, that the contract in Lebanon only provides for a day of rest, which arguably could be given inside the home.

³⁴ The exception is where the worker leaves within the first three months of employment. In Lebanon, in cases where the worker decides to leave within the first three months of employment, the recruitment agency is liable to provide a no-cost replacement worker. This does not apply to situations where there are human rights abuses committed by the employer or in cases of direct recruitment.

³⁵ In many countries, workers also have responsibilities when they want to terminate the contract early, such as giving a reasonable notice period.

³⁶ A similar insurance scheme is under consideration in Jordan.

Coincidentally, data collection for the survey started around the same time that the first domestic worker's trade union was formed in Lebanon. As such, a statement was added to the questionnaire to gauge whether employers agree/disagree with allowing the live-in MDW they hire to attend organizational meetings. This statement received a low level of agreement; 69.4 per cent of employers stated that they disagree with the MDW attending an organization meeting.

Employers also vehemently opposed the notion that the worker has the right to engage in a romantic relationship or get married. The idea was rejected outright by almost all employers interviewed in the qualitative study who stated that they expect the worker to be fully dedicated to them, and that her engagement in a romantic relationship interferes with this expectation. Employers often justified their view on restricting the worker's freedom by stating that rights, which are not mentioned in the contract are left to the discretion of the employer.

"She can get married after she goes back to her country; we do not have marriage here. She is here for a certain period of time and, after that, she can do whatever she wants."

"Of course I reject [the worker having a romantic relationship] because this does not suit me. She did not come here [to Lebanon] for this purpose. She can have a relationship after her contract ends, when she is free. ... I will not interfere if she

does this after her contract ends. But the contract has 1, 2, 3 [meaning, clear stipulations]. If something is not in the contract, then it is your right [as an employer] to say whether you allow it or not ... [The relationship] will take her time and this will inevitably mean that she will care less about her work."

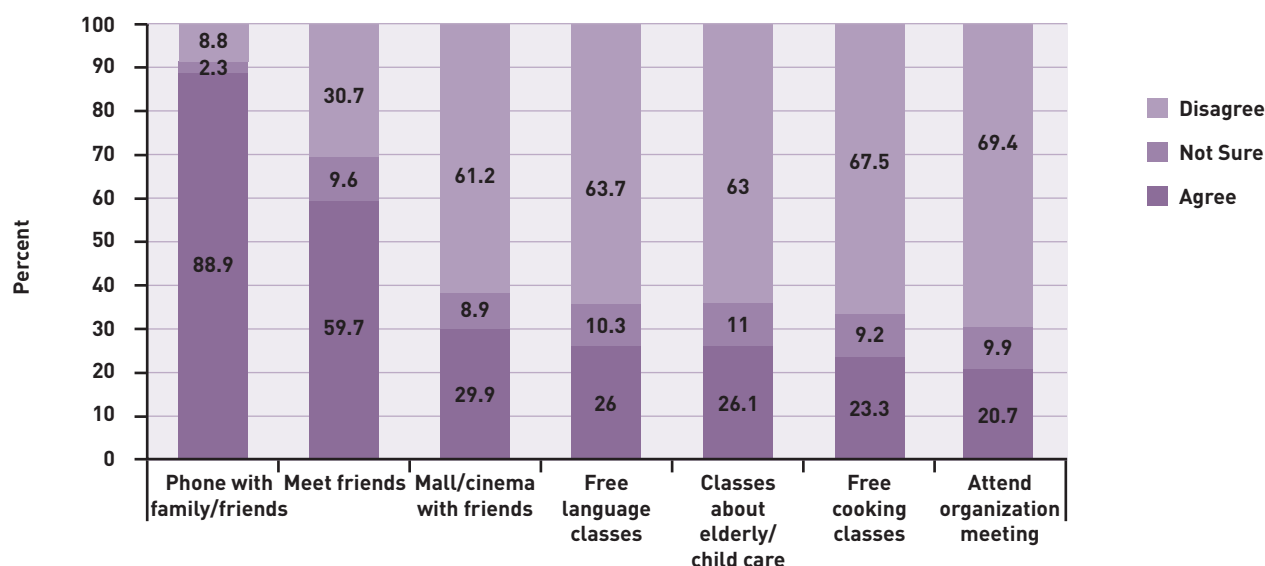
- Female lower-middle class employer of domestic worker in Beirut

In addition, many employers feared an MDW would be lured into prostitution or other illegal activities if she were to leave the house unaccompanied. The survey results further show that many employers mistakenly think *kafala* holds the employer responsible for the actions of their MDW; a quarter of employers (25.8 per cent) believe that an employer is held responsible if the worker engages in illegal activities; further, 19.5 per cent were not sure whether the employer would be held responsible or not.

Interestingly, survey questions show that employers generally feel comfortable with the worker communicating with her social networks by phone, but feel less comfortable if the

communication takes place in person. In fact, 88.9 per cent of employers agree with allowing the worker to speak on the phone with her family and friends, and 59.7 per cent agree with allowing her to meet with friends. Otherwise, Figure 33 shows that 61.2 per cent of employers disagree with allowing the worker to go to the mall or cinema with friends, or attend free language (63.7 per cent), cooking (67.5 per cent), or other training classes, such as providing childcare or care to the elderly (63 per cent). These findings were consistent with the in-depth interviews where employers did not place a high priority on cleaning or caregiving skills but emphasized that the most important criterion they search for in an MDW is "trustworthiness."

FIGURE 33. Perceptions of Lebanese employers in the survey towards a range of social rights and freedoms



L. CONCLUSION

Overall, the findings demonstrate that employers generally have very little knowledge of what the Standard contract and *kafala* stipulate. The comparative findings yielded interesting results on compliance rates and how it varied depending on where the right was enshrined (Standard contract, *kafala*, or International Labour Standards). The majority of employers exhibit accurate knowledge when it comes to logistical requirements, such as their responsibility to provide the residency, work permit and salary payments. On the other hand, employers inaccurately believe that *kafala* requires them to hire through a recruitment agency and that it holds them

legally responsible in case the worker engages in illegal activities. Moreover, an alarmingly high proportion of employers believe, erroneously, that the contract gives them the right to withhold the worker's passport and that *kafala* gives them the right to lock her inside the house. Only half of Lebanese employers recognize that the contract clearly stipulates that a worker is entitled to a full day of rest. Ironically, a large proportion of employers believe that *kafala*, which denies MDWs the right to break the contract except in extreme circumstances of exploitation, protects the rights and interests of the worker.

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APPENDICES

APPENDIX A: STUDY METHODOLOGY

The ILO Study on the Employers of Migrant Domestic Workers (MDWs) in Lebanon is a mixed-methods study designed to describe the practices and perceptions of Lebanese employers of MDWs within the context of the *kafala* system. The study gathered both qualitative and quantitative data on a range of salient practices and perceptions of employers towards MDWs, their knowledge of the *kafala* system and legal provisions in Lebanon, and their interactions with both recruitment agencies and official Lebanese institutions. The study progressed in two phases: a qualitative phase designed primarily to lay the foundation for a representative survey study (the quantitative phase).

The Qualitative Phase

The objectives of the qualitative phase of the study were to gather through in-depth interviews insights about the practices and perceptions of employers of MDWs; their knowledge of *kafala* and other legal provisions; and their subjective experiences throughout the recruitment and hiring process. Tools for the qualitative study were developed in consultation with ILO, KAFA, and ASI; the interview schedule for in-depth interviews is included in Appendix B. A purposeful sampling strategy was devised to recruit employers paying attention to diversify the sample with respect to age and socioeconomic backgrounds.

An application for ethical review was submitted to the American University of Beirut Internal Review Board and approval to commence the qualitative study was granted in September 2014. Initially, interviews were conducted with employers of live-in domestic workers who reside in Greater Beirut; Jouie (Mount Lebanon) or Jbeil (North); and Saida (South). We also carried out five in-depth interviews with employers who reside in Bekaa (East); this region was not included in the survey study due to security reasons. In total, 29 interviews were completed, most of which were carried out with female employers; only five of the 29 employers were men. All interviews were either conducted by the principal investigator (PI), a research assistant at AUB, or a staff member at KAFA. Most of the interviews were conducted in the participant's home or workplace, although a few took place in the PI's office or in a public space.

All interviews were audio-recorded and transcribed verbatim in colloquial Arabic. Most interviews lasted between 40 minutes to one hour; a few interviews lasted more than one hour. Qualitative analysis of the data was carried out by the PI and a research assistant, following standard qualitative methods of open coding followed by thematic coding. The themes that emerged from qualitative analysis were used to construct a structured questionnaire for the survey study.

The Quantitative Phase

The quantitative survey study was designed to gather cross-sectional data from a large and representative sample of Lebanese employers of MDWs on the same themes outlined above – the practices and perceptions of employers of MDWs; their knowledge of *kafala* and other legal provisions; and their subjective experiences throughout the recruitment and hiring process. Carrying out a survey study requires three main steps: 1) constructing the questionnaire; 2) generating a sampling frame and selecting a sample; and 3) training data collectors on both sampling and data gathering using the constructed questionnaire.

The survey questionnaire was constructed based on the qualitative findings and in consultation with ILO, KAFA and ASI. A total of 18 data collectors underwent a six-day training on survey research, the sampling strategy, recruitment of participants, and questionnaire administration. After they were trained to

administer the questionnaire using paper and pencil, each data collector pilot-tested it with two individuals. Following feedback from data collectors on the pilot test, the questionnaire was slightly shortened, so that it would not take more than 30-35 minutes to complete on average, and some redundant questions underwent final edits. A final draft of the questionnaire was produced (a copy of the questionnaire is included in Appendix D) and uploaded on the KoBo open-access toolbox (an online free software with an android-based application that can be used on tablets to construct, upload, and fill questionnaires): <http://www.kobotoolbox.org/>. Data collectors returned for an additional day of training to practice administering the final questionnaire on the tablet and to learn how to use digital maps to identify clusters.

A probability multi-stage cluster sampling design was employed to generate the survey sample. In comparison to the simple probability design, multi-stage cluster sampling reduces cost because data are collected in a smaller number of geographic clusters. Further, the design maintains a high degree of probability and is more scientifically sound compared to quota sampling. Further, multi-stage sampling is suitable for the Lebanese context given the absence of census data and the prohibitive cost of employing simple random sampling.

The sampling frame included clusters in three Lebanese regions: Greater Beirut which houses half of the Lebanese population; Jounie/Jbeil, two towns north of Beirut that are relatively affluent; and Saida, Lebanon's third largest city located a 30-minute drive South of Beirut.

After deciding on the regions, the second stage in cluster sampling included selecting geographic clusters within each region. As plans to use digital technology (tablets) in both sampling and data collection materialized, the researchers subcontracted with a geographic information systems company, Arabia GIS: <http://www.arabiagis.com/home.aspx>, to generate digital maps for the three regions. Following this, each region was divided on the map into smaller geographic clusters of 80-100 residential buildings. A random sample of 65 geographic clusters was drawn from Greater Beirut and two samples of 35 geographic clusters were drawn from each one of the two other regions. Arabia GIS overlaid the selected clusters on the digital maps, showing main streets and residential buildings on Collector for ArcGIS software and application: <http://doc.arcgis.com/en/collector/#features>.

The application helped data collectors identify their location offline using GPS, hence facilitating data collection. Maps provided for Greater Beirut and Saida were of excellent quality; the maps for Jounie/Jbeil were missing minor streets, which meant that data collectors had to invest more time in identifying the boundaries of a cluster before they could begin data collection.

The final and third step in sampling is the selection of households within each selected geographic cluster to include in the survey if eligible (if the household hires a live-in MDW). Based on calculations delineated in the proposal submitted to the ILO, the survey sample size was determined to be 1,200 households that hire live-in domestic workers – 600 households in Greater Beirut and 300 households in each of the two other regions. A systematic skip-pattern methodology was designed to conduct a minimum of 10 and a maximum of 15 household surveys in each geographic cluster. Data collectors were trained to follow this methodology, which specified that they walk in a systematic way inside the cluster, approach every household to determine its eligibility, and to complete a survey in eligible households with an adult member who is most informed about the recruitment and hiring of the MDW.

One of the challenges encountered during the quantitative phase of the study was the high turn-over rate of data collectors, which slowed down the process of data collection. Data collector drop-out was particularly high in Jounie and Jbeil. One of the reasons for this, as expressed by data collectors themselves, is that the distance between residential buildings in Jounie and Jbeil made data collection progress very slowly that the pay was not commensurate with the effort. As such, two additional groups of data collectors were recruited and trained to complete the data collection.

Rigorous quality assurance was implemented to ensure that data collectors followed the sampling methodology and collected data of good quality. Using digital technology (the ArcGIS application) and tablets facilitated quality assurance tremendously as it allowed the field coordinator to easily visit a small number of randomly selected households to ensure that an interview actually took place, that it was conducted with the adult most informed about the recruitment and hiring of the MDW, and that it lasted for about half an hour. Only two problematic interviews were detected and they were deleted.

At the completion of the survey, data (N = 1,200) was imported from KoBo to SPSS (version 18) whereby all variables were cleaned and labeled. Descriptive analysis was carried out and presented in tables and figures in Excel.

APPENDIX B: INTERVIEW GUIDE FOR EMPLOYERS OF MIGRANT DOMESTIC WORKER

Before I begin the interview, I would like to clarify that I will use the term domestic worker and not maid or servant. You can use the term you feel comfortable with. In Arabic: عاملة منزلية (domestic worker); خادمة أو صانعة (maid/servant)

1. To begin with, please tell me, why do you think you need to hire a domestic worker? How many times have you hired a domestic worker in the past/for how long have you hired domestic workers? Why did you decide to hire a [live-in/freelance] domestic worker? If you had the chance to hire [freelance/live-in], would you? Why or why not? *Probe about family arrangement, availability of space/room in the house, privacy considerations, and cost/salary.*
2. Tell me a little bit about the domestic worker you currently hire? *Probes: What is her name? Where is she from? How long has she been working with you? Do you know if she is married? Does she have children? Tell me a little bit about why and how she came here: (did she come to support family members back home? did she pay for her ticket to come here or a fee to the agent in her country? did she have to borrow money to pay for these expenses?) What household tasks is she responsible for? How many hours does she work? How or how much do you supervise her work? How is your relationship with [name of domestic worker]? How does she think/feel about you? In your opinion, how is [name's] psychological wellbeing? [Probe more if employer says "I don't know"] In what ways do you feel responsible for [name]? Do you think you are responsible for her legally, in case she broke the Lebanese law or escaped?*
3. Can you describe the process through which you hired [name of domestic worker]. *Probes: How did you hire her? Was it through a [recruitment/employment] agency or through networks?*
 - *If through an agency, how did you find out about the agency? Did you check if it is registered? Describe the agency and your experience with it; describe the character/attitude of the agent. When the domestic worker arrived to Lebanon, did you pick her up from the airport yourself or did the agent pick her up? What do you think are the responsibilities of the employment agent towards the domestic worker and towards the employer? How much did you pay to the agency? Do you know what the amount you paid covers?*
 - *If through personal networks, describe the process as well.*
 - *How were your interactions with the **Ministry of Labour** and the **General Security**? Did you face any problems with them?*
4. When you hired [name of domestic worker], what criteria was most important for you – her national background, qualifications, age, etc? *Probes: Do you prefer a specific national background to others and why? Does her religious background matter? What qualifications are important for you and why? Also probe about preference about age and marital status.*
5. What do you know about Lebanese law or the legal obligations of employers when they hire domestic workers?

6. Now I want to ask you about the *kafala* system. [Ask the participant if she knows what the *kafala* system is and to define it; if she says she does not know then define it for her]. **The *kafala* system is when the domestic worker is tied to one specific employer who is responsible for her work permit and residency in Lebanon; *kafala* does not necessarily mean that you have to hire through an employment agency.** *Probes: Do you think the kafala protects the employer? In what ways? Do you think the kafala constrains the employer? Explain how? Would you prefer to hire the domestic worker through a different arrangement than kafala? If yes, what arrangement do you prefer?*

7. Now I would like to ask you about the following practices:

- Not paying the domestic worker her salary at the end of each month
- Paying the domestic worker the salary whether her job is household cleaning or taking care of children or providing nursing care to an old person in the family
- Keeping the domestic worker's passport and other documents. *Probe: What do you think might happen if the domestic worker kept her passport?*
- Locking the domestic worker inside when the employer leaves the house. *Probe: What might happen if the domestic worker had freedom of mobility?*
- Not allowing the domestic worker to take a full day off from work. *Probe: Make sure to distinguish between a day of rest (in the home or with the employer) and a day out. What do you think might happen if the domestic worker was allowed to go out on her own on her day off?*
- What about if the domestic worker went out to the cinema or the mall with her friends?
- Would you agree with registering the domestic worker in cooking or English classes; or in classes where she can learn special skills (like how to take care of an older person)?
- Preventing the domestic worker from interacting with others from her country of origin *Probe: How might the domestic worker be influenced if she interacted with others from her country of origin?*
- Prohibiting the domestic worker from having a relationship with a man or getting married. *Probe: How might the employer be affected if the domestic worker had a romantic relationship?*
- ADD in recommendation on insurance system ,termination of contract etc.

APPENDIX C: SURVEY QUESTIONNAIRE

SCREENING QUESTIONS

SCQ

SCQ01	Do you currently (?) hire a migrant domestic worker (MDW), even if for one day a week?	Yes	No	If DK/NA, request to speak with the female head of the HH.
	<i>Make sure the participant understands that migrant means from Sri Lanka, Ethiopia, Philippines, Nepal, Bangladesh, Indonesia, etc.</i>	01	05	98
SCQ02	If Yes Is the MDW a live-in?	Yes	No	If DK/NA, request to speak with the female head of the HH.
		01	05	98

IF YES

REQUEST TO SPEAK WITH THE FEMALE HEAD OF THE HH. Explain the purpose of the study and request consent to participate in a 30 min interview

IF NO

END THE INTERVIEW

Go Over Consent

SCQ03	ACCEPT	REFUSE
	01	05
SCQ04	IF ACCEPT	IF REFUSE
	Drop location → Begin interview	Drop location → Move to next HH
	01	05

HISTORY OF EMPLOYMENT

Now, I will ask you questions about your history of employment of MDWs.

HE001	What do you estimate to be the number of MDWs who live and work in Lebanon?				
	Less Than 100,000	100,000 - 200,000	200,000 - 300,000	300,000 - 400,000	More Than 400,000
	01	02	03	04	05

HE002	What are your reasons for hiring a MDW? <i>Check all that applies without reading options for respondent.</i>
01	I work full time
02	My spouse works full time
03	I have a big family
04	I have a big house
05	There is a lot of housework
06	I have young children
07	There is an elderly person in the house
08	There is an ill person/person with disability in the house
09	My spouse lives abroad
10	I am a single/divorced mother/father
11	I have health problems
12	I do not like housework
13	Other:
14	Other:
15	Other:
98	DK/NA

HE002	What do you estimate to be the number of MDWs who live and work in Lebanon?	Live-in	Freelance
		04	05

Now I will ask you a few question about the last 3 MDWs you have hired (including both live-in and freelance beginning with the most recent).

State that you will ask questions about the MDW currently hired later.

	HE004	HE005	HE006	HE007	HE008	HE009
	Where is she from?	Was she hired as a live-in or a freelancer?	Did you hire her through ...?	How long did she work for you? Type DK if does not know.	What was the reason for her termination?	Did she return to her country after the contract ended?
MDW1	1-Sri Lanka 2-Ethiopia 3-Philippines 4-Nepal 5-Bangladesh 6-Indonesia 7-Syria/Pal 8-Lebanese 9-Other:	1-Live-in 2-Freelancer	1-Agency 2-Directly from her country 3-Personal networks 4-Other:	1-Year(s) ____ 2-Month(s) ____ 3-Week (s) ____	1-Her contract ended/we did not renew 2-Her contract ended/she did not want to renew 3-We fired her 4-She quit 5-She ran away 6-We did not reach an understanding 7-Other:	1-Yes 5-No 98-DK/NA
MDW2	1-Sri Lanka 2-Ethiopia 3-Philippines 4-Nepal 5-Bangladesh 6-Indonesia 7-Syria/Pal 8-Lebanese 9-Other:	1-Live-in 2-Freelancer	1-Agency 2-Directly from her country 3-Personal networks 4-Other:	1-Year(s) ____ 2-Month(s) ____ 3-Week (s) ____	1-Her contract ended/we did not renew 2-Her contract ended/she did not want to renew 3-We fired her 4-She quit 5-She ran away 6-We did not reach an understanding 7-Other:	1-Yes 5-No 98-DK/NA
MDW3	1-Sri Lanka 2-Ethiopia 3-Philippines 4-Nepal 5-Bangladesh 6-Indonesia 7-Syria/Pal 8-Lebanese 9-Other:	1-Live-in 2-Freelancer	1-Agency 2-Directly from her country 3-Personal networks 4-Other:	1-Year(s) ____ 2-Month(s) ____ 3-Week (s) ____	1-Her contract ended/we did not renew 2-Her contract ended/she did not want to renew 3-We fired her 4-She quit 5-She ran away 6-We did not reach an understanding 7-Other:	1-Yes 5-No 98-DK/NA
HE010	How many DWs do you currently hire?			Live-in	Freelance	
				04	05	

Now I will ask you questions about the live-in MDW who currently works for you.

If the employer hires more than one, ask about the one hired earlier. If both were hired at the same time, ask the employer to choose one and answer all questions based on the experience with her only.

Does the live-in MDW you currently hire ...								
HE011	Sleep in your house at least 6 nights a week?	Yes	No	DK/NA				
		01	05	98				
HE012	Work for you at least 6 days a week?	Yes	No	DK/NA				
		01	05	98				
HE013	Does the MDW also work outside your house?	Yes	No	DK/NA				
		01	05	98				
If Yes								
HE014	Where does she work?	1-The family business 2-Mother, sister, sister-in-law 3-Other employers 4-Other: 98-DK/NA						
HE015	Did you and the MDW sign a contract?	Yes	No	DK/NA				
		01	05	98				
HE016	How old is the MDW you currently hire? <i>Type DK if does not know.</i>	-----						
If does not know the exact age, ask: Do you if the MDW is ...								
HE017	< 20	20-30	31-40	41-50	> 50	DK/NA		
	01	02	03	04	05	98		
If < 20								
HE018	Is she < 18?	Yes	No	DK/NA				
		01	05	98				
HE019	Where is the MDW from?							
	Sri Lanka	Ethiopia	Philippines	Nepal	Bangladesh	Indonesia	Other:	DK/NA
	01	02	03	04	05	06		98

HE020	Is she married?	Yes 01	No 05	DK/NA 98
HE021	Does she have children?	Yes 01	No 05	DK/NA 98
HE022	How long has she been working for you? <i>Type DK if does not know.</i>	Year(s) -----	Month(s) -----	
HE023	How long has she been working in Lebanon? <i>Type DK if does not know.</i>	Year(s) -----	Month(s) -----	

RECRUITMENT AND KNOWLEDGE OF LEGAL OBLIGATIONS

Now, I will ask you some questions about the process of recruiting the MDW and your knowledge of legal obligations.

RK001	How did you hire the MDW who currently works in your HH? <i>Participant can select all that applies.</i>				
	Through an agency	Through personal contacts	Through another MDW	Other:	DK/NA
	01	02	03		98

If through an agency ... Who followed up with the agency?

RK002	Me	My spouse	My son/daughter	Other:	DK/NA
	01	02	03		98

Who followed up with government institutions/paperwork?

RK003	Me	My spouse	My son/daughter	Other:	DK/NA
	01	02	03		98

How did you find out about the agency?

RK004	Through personal contacts <i>(mother, friend, neighbor told me about him/her)</i>	The owner/manager is a personal friend	Through an advertisement, the phone directory, etc	Other:	DK/NA
	01	02	03		98

How was your experience with the agency/agent?

RK005	Excellent	Good	Fair	Bad	Terrible	DK/NA
	01	02	03	04	05	98

RK006 If bad or terrible, can you tell me why?

This is an open-ended question; type participant's answer as quickly as you can.

Do you know if the agency is registered or not?

RK007	Yes, I know; it is registered	Yes, I know; it is NOT registered	No, I don't know whether it is registered or not	DK/NA
	01	02	03	98

How important are the following criteria for you in selecting a recruitment agency?

00 (not important at all); 01 (somewhat important; 02 (important); 03 (very important)

RK008	The amount of fees the agency charges	not important at all	somewhat important	important	very important	DK/NA
RK009	The nationality of MDWs the agency recruits	not important at all	somewhat important	important	very important	DK/NA
RK010	The skills of MDWs the agency recruits	not important at all	somewhat important	important	very important	DK/NA
RK011	Whether the agency is registered or not	not important at all	somewhat important	important	very important	DK/NA
RK012	The extent to which the agency is willing to mediate between the MDW and employer in case of conflict	not important at all	somewhat important	important	very important	DK/NA

RK013 How much did you pay in total to the agency in recruitment fees?

Type DK if does not know. Make sure to indicate currency \$ or LBP

RK014	Do you know what these fees cover?	Yes	No	DK/NA
		01	05	98

If yes, what do the fees you paid cover? Type DK if does not know.

RK015	Airplane ticket	Medical tests	Work permit	Residency permit	Fees for the agent	Health Insurance	Other:
	01	02	03	04	05	06	07
RK016	\$ or LBP	\$ or LBP	\$ or LBP	\$ or LBP	\$ or LBP	\$ or LBP	\$ or LBP

How do you rate the amount you paid in fees to the recruitment agency?

RK017	Very expensive	Expensive	Fair	Low	Very low	DK/NA
	01	02	03	04	05	98

RK018	Did the MDW pay fees in her country before she came to Lebanon?	Yes	No	DK/NA
		01	05	98

If yes,. how much did she pay, for what, and to whom? *Type DK if does not know.*

RK019	How much?
RK020	For what?
RK021	To whom?

RK022	How much do you think the agency made in profit?
	<i>Type DK if does not know.</i>

RK023	Did you pay the first 3 months of the MDW's salary to her or to the agency?	DW	Agency	DK/NA
		01	05	98

Now, I will ask you some questions related to the employment contract ...

RK024	Did you receive a copy of the employment contract for MDWs from the Notary Public?	Yes	No	DK/NA
		01	05	98

RK025	Did the MDW receive a copy of the employment contract from the Notary Public?	Yes	No	DK/NA
		01	05	98

If yes

RK026	Was the contract provided in her language?	Yes	No	DK/NA
		01	05	98

Do you know whether the following terms and conditions are mentioned in the contract?

01 (Yes), 05 (No), 99 (I don't remember), 98 (DK/NA)

RK027	The salary has to be paid to the MDW by the employer in full at the end of each month	Yes	No	I don't remember	DK/NA
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RK028	The employer is required to provide the MDW health insurance from a company that is certified by the Ministry of Labor	Yes	No	I don't remember	DK/NA
RK029	The contract is for three years	Yes	No	I don't remember	DK/NA
RK030	If No, the contract is for one year and is renewable	Yes	No	I don't remember	DK/NA
RK031	The employer is responsible for providing the work and residency permit for the MDW at his/her expense	Yes	No	I don't remember	DK/NA
RK032	The work hours for MDWs are 12 hours a day and the MDW has the right to 8 hours of sleep at night	Yes	No	I don't remember	DK/NA
RK033	The contract states that the employer has the right to withhold the MDWs passport	Yes	No	I don't remember	DK/NA
RK034	If No, the contract does not mention anything about the MDWs passport	Yes	No	I don't remember	DK/NA
RK035	The MDW has the right to a full day of rest (24 hours continuous)	Yes	No	I don't remember	DK/NA
RK036	The employer is responsible for the cost of the return ticket for the MDW at the end of her contract	Yes	No	I don't remember	DK/NA

Now, I will read to you the definition of the kafala system:

The kafala system is when the domestic worker is tied to one specific employer who is responsible for her work permit and residency in Lebanon; kafala does not necessarily mean that you have to hire an MDW through an employment agency.

Please tell me if you think the following statements about the kafala system are True or False.

01 (True), 05 (False), 98 (DK/NA)

RK037	The kafala system means that the employer is legally responsible if the MDW commits a crime or felony	True	False	DK/NA
RK038	The kafala system means that the current employer must give permission to the MDW to work for another employer	True	False	DK/NA
RK039	The kafala system means that the employer must give permission to the MDW if she wants to leave the country	True	False	DK/NA
RK040	The kafala system protects the rights/ interests of the employer	True	False	DK/NA
RK041	The kafala system puts undue responsibility on the employer	True	False	DK/NA

RK042	The kafala system protects the rights/ interests of the MDW	True	False	DK/NA
RK043	The kafala system allows the employer to lock the MDW inside the house	True	False	DK/NA
RK044	The kafala system states that the MDW must live with the employer	True	False	DK/NA
If yes	The kafala system states that the MDW must live with the employer	Yes	No	DK/NA
		01	05	98
RK046	Were you asked by the agency to do so?	Yes	No	DK/NA
		01	05	98

EMPLOYER ATTITUDE

Now, I will ask you some questions about your attitudes towards MDWs in general and the MDW you hire.

On a scale from 0 to 3 [00 (not important at all); 01 (somewhat important; 02 (important); 03 (very important); 98 (DK/NA)], how important are the following factors in how you select an MDW?

EAT01	Her age	not important at all	somewhat important	important	very important	DK/NA
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If answered 1, 2 or 3, what age category do you prefer?

EAT02	< 20	20-30	31-40	41-50	> 50	DK/NA
	01	02	03	04	05	98

EAT03	Marital status	not important at all	somewhat important	important	very important	DK/NA
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If answered 1, 2, or 3, do you prefer to hire an MDW who is married or single?

EAT04	Married	Single	DK/NA
	01	02	98

EAT05	Whether she has children or not	not important at all	somewhat important	important	very important	DK/NA
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If answered 1, 2, or 3, do you prefer to hire an MDW who has children or not?

EAT06	Has children	Does not have children	DK/NA
	01	02	98

EAT07	Her country of origin	not important at all	somewhat important	important	very important	DK/NA
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If answered 1, 2, or 3, which country of origin do you prefer? *Select all that apply.*

EAT08	Sri Lanka	Ethiopia	Philippines	Nepal	Bangladesh
	01	02	03	04	05
	Indonesia	Syria/Palestine	Lebanese	Other:	DK/NA
	06	07	08	09	98

EAT09	Her religion	not important at all	somewhat important	important	very important	DK/NA
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If answered 1, 2, or 3, what religion(s) do you prefer? *Select all that apply.*

EAT10	Muslim	Christian	Buddhist	Other	DK/NA
	01	02	03	04	98

EAT11	Language Skills	not important at all	somewhat important	important	very important	DK/NA
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If answered 1, 2, or 3, what language(s) is/are important for you? *Select all that apply.*

EAT12	Arabic	English	French	DK/NA
	02	03	04	98

EAT13	Experience in household work	not important at all	somewhat important	important	very important	DK/NA
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EAT14	Certain skills such as taking care of an elderly person or a person with disability	not important at all	somewhat important	important	very important	DK/NA
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EAT15	What do you think is a reasonable monthly salary to pay for an MDW?	-----				
	<i>Type DK if does not know.</i>					

EAT16	Would you be willing to pay the Lebanese minimum wage as a salary for an MDW? (LBP 675,000)	Yes	Maybe	No	DK/NA
		01	03	05	98
EAT17	If no, Would you be willing to pay the Lebanese minimum wage as a salary for an MDW if you deduct rent and food? (LBP 675,000)	Yes	Maybe	No	DK/NA
		01	03	05	98
EAT18	Do you think all MDWs should receive the same salary regardless of their country of origin?	Yes	No	DK/NA	
		01	05	98	
EAT19	Do you think all MDWs should receive the same salary regardless of their experience and skills?	Yes	No	DK/NA	
		01	05	98	
EAT20	What do you think is a reasonable number of hours of work a day to expect from an MDW? <i>Type DK if does not know.</i>	-----			

To what extent do you agree or disagree with the following statements about MDWs in general? [00 (do not agree); 01 (somewhat agree); 02 (agree); 03 (strongly agree); 04 (it depends); 98 (DK/NA)]

EAT21	MDWs are never to be trusted	do not agree	somewhat agree	agree	strongly agree	it depends	DK/NA
EAT22	MDWs are moody/difficult to please	do not agree	somewhat agree	agree	strongly agree	it depends	DK/NA
EAT23	MDWs are not clean	do not agree	somewhat agree	agree	strongly agree	it depends	DK/NA
EAT24	MDWs do not know how to raise children	do not agree	somewhat agree	agree	strongly agree	it depends	DK/NA
EAT25	MDWs come to Lebanon already with mental/psychological problems	do not agree	somewhat agree	agree	strongly agree	it depends	DK/NA
EAT26	MDWs are hard workers	do not agree	somewhat agree	agree	strongly agree	it depends	DK/NA
EAT26	MDWs are lazy and always need to be prodded to work	do not agree	somewhat agree	agree	strongly agree	it depends	DK/NA
EAT26	MDWs are not smart and cannot make the right decisions	do not agree	somewhat agree	agree	strongly agree	it depends	DK/NA

EMPLOYER ATTITUDE

Now, we have reached the last section in the questionnaire. I will ask you some questions about your practices as an employer.

EPR01	Does the MDW you hire have her own bedroom?			Yes	No	DK/NA
If yes				01	05	98
EPR02	Is the bedroom connected to the kitchen?			Yes	No	DK/NA
				01	05	98
EPR03	Does the bedroom have a window?			Yes	No	DK/NA
				01	05	98
EPR04	Does the bedroom accommodate a single bed?			Yes	No	DK/NA
				01	05	98
If no, Where does the MDW sleep?						
EPR05	Living room/ salon	Children's bedroom	Balcony	Kitchen	Other:	DK/NA
	01	02	03	04	05	98
EPR06	Does the MDW you hire have her own bathroom?			Yes	No	DK/NA
				01	05	98
EPR07	Does the MDW cook her own traditional food for herself?			Yes	No	DK/NA
				01	05	98
EPR08	Does the MDW have her own cellphone?			Yes	No	DK/NA
				01	05	98
Does the MDW have access to any of the following items during the day? <i>Select all that apply</i>						
EPR09	House Phone	Television	Radio/CD player	Computer	Other:	DK/NA
	01	02	03	04	05	98

EPR10	Do you keep the MDW's passport?	Yes	No	DK/NA
		01	05	98
If no...				
EPR11	Does the MDW keep her own passport?	Yes	No	DK/NA
		01	05	98
If yes...				
EPR112	Can the MDW obtain her passport on request?	Yes	No	DK/NA
		01	05	98
If no...				
EPR113	Can the MDW get a copy of her passport?	Yes	No	DK/NA
		01	05	98
EPR114	Do you keep the MDW's residency permit?	Yes	No	DK/NA
		01	05	98
If no...				
EPR115	Does the MDW keep her residency permit?	Yes	No	DK/NA
		01	05	98
If yes...				
EPR116	Can the MDW obtain her residency permit on request?	Yes	No	DK/NA
		01	05	98
If no...				
EPR117	Can the MDW get a copy of her residency permit?	Yes	No	DK/NA
		01	05	98

EPR18	What are the household tasks/responsibilities of the MDW you hire? <i>Check all that applies without reading options for respondent.</i>
01	Cleaning
02	Cooking
03	Grocery shopping
04	Laundry
05	Ironing
06	Taking care of children (bathing, feeding, etc)
07	Playing with children only
08	Taking care of an older adult/ill family member
09	Spending time with an older adult/ill family member
10	Talking care of pets/walking the dog(s)
11	Helping out with the family business
12	Other:
98	DK/NA
EPR19	Usually, how many hours a day does the MDW work? <i>If participant says DK, ask her to estimate. Type DK if does not know.</i>
EPR20	Usually, how many days a week does the DW work? <i>If participant says DK, ask her to estimate. Type DK if does not know.</i>
EPR21	Usually, what time does she start work? <i>If participant says DK, ask her to estimate. Type DK if does not know.</i>
EPR22	Usually, what time does she stop working? <i>If participant says DK, ask her to estimate. Type DK if does not know.</i>
EPR23	What is the salary you pay to the MDW? <i>Type DK if does not know. Specify \$ or LBP</i>

In addition to salary, do you pay for any of the following expenses for the MDW? *Select all that apply.*

EPR24	Telephone/ phone cards	Clothes	Hygiene items (Shampoo, lotion, etc)	Wire transfer fees (Western Union)	Nothing	Other:	DK/NA
	01	02	03	04	05		98

How often do you pay the MDW her salary?

EPR25	At the end of every month	Every few months	At the end of her contract	Whenever she asks for it	Other:	DK/NA
	01	02	03	04		98

How do you pay the MDW her salary? *Select all that apply.*

EPR26	Cash	Transfer to her own account in Lebanon	Transfer to her own account in her country	Transfer to one of her family members in her country	Other:	DK/NA
	01	02	03	04		98

EPR27	Does the MDW have a key to the house?	Yes	No	DK/NA
		01	05	98

If no, DK/NA...

EPR28	Do you lock the MDW inside the house when you go out?	Yes	No	Sometimes	DK/NA
		01	05	03	98

EPR29	Does the MDW request a full day of rest (a day off from work) per week? <i>Emphasize full day.</i>	Yes	No	DK/NA
		01	05	98

EPR30	Does the MDW get a full day of rest (a day off from work) per week? <i>Emphasize full day.</i>	Yes	No	DK/NA
		01	05	98

If yes...

EPR31	Does the MDW go out on her day of rest (day off)?	Yes	No	DK/NA
		01	05	98

If no, DK/NA...

EPR32	Does the MDW get time of rest but not a full day off?	Yes	No	DK/NA
		01	05	98

Would you agree or disagree with allowing the MDW do the following during her free time? 00 (agree); 01 (not sure); 02 (disagree); 98 (DK/NA)

EPR33	Talk on the phone with family and friends	Agree	Not sure	Disagree	DK/NA
EPR34	Meet with friends	Agree	Not sure	Disagree	DK/NA
EPR35	Go to the mall/ cinema with their friends	Agree	Not sure	Disagree	DK/NA
EPR36	Attend English, French, or Arabic language classes for free	Agree	Not sure	Disagree	DK/NA
EPR37	Attend cooking classes for free	Agree	Not sure	Disagree	DK/NA
EPR38	Attend courses to learn how to take care of an elderly/ sick person or childcare for free	Agree	Not sure	Disagree	DK/NA
EPR39	Attend a meeting at an organization	Agree	Not sure	Disagree	DK/NA
EPR40	Have you or a family member ever been in a conflict with the MDW who currently works in your HH?	Yes	No	DK/NA	
If yes,		01	05	98	
EPR41	What was the conflict about?	-----			
EPR42	Has the MDW who works in your HH ever threatened to leave?	Yes	No	DK/NA	
		01	05	98	
EPR43	Has the MDW who works in your HH ever attempted to leave?	Yes	No	DK/NA	
		01	05	98	
EPR18	In the case of a conflict with the MDW you currently hire, would you do any of the following? <i>Select all that apply.</i>				
01	Terminate her contract				
02	Send her back to her country				
03	Prevent her from talking/meeting with family or friends				
04	Preventing her from going outside the house				
05	None				
98	DK/NA				
06	Other:				

SOCIODEMOGRAPHIC PROFILE

SCD01	How often do you pay the MDW her salary?					
	21-25	26-30	31-35	36-40	41-45	46-50
	01	02	03	04	05	06
	51-55	56-60	61-65	> 65	DK/NA	
	07	08	09	10	98	

SCD02	Sex of respondent	
	Male	Female
	01	02

SCD03	Are you a Lebanese citizen?	Yes	No	DK/NA
		01	05	98

SCD04	Were you born in Lebanon?	Yes	No	DK/NA
		01	05	98

SCD05	Are you currently...						
	Single	Engaged/in relationship	Married	Divorced	Separated	Widowed	DK/NA
	01	02	03	04	05	06	98

SCD06	Do you have children?	Yes	No	DK/NA
		01	05	98

SCD07	If Yes, how many children younger than 18 years old do you have? <i>Type DK if does not know.</i>					

SCD08	What is the total number of people (children and adults) who live in this household? <i>Including the domestic worker.</i> <i>Type DK if does not know.</i>					

How would you rate the current social position of your family in comparison to the following categories? Would you say that your social position is currently much better, better, the same, worse, or much worse?

SCD09	Compared to Lebanese families in general	Much better	Better	Same	Worse	Much worse	DK/NA
SCD10	Compared to families in your neighborhood	Much better	Better	Same	Worse	Much worse	DK/NA
SCD11	Compared to your own social position last year	Much better	Better	Same	Worse	Much worse	DK/NA
SCD12	Compared to your parents when they were your age.	Much better	Better	Same	Worse	Much worse	DK/NA
SCD13	How many rooms are there in this house (excluding bathroom and kitchen)? <i>Type DK if does not know.</i>						

SCD14	What is the highest level of education you completed?						
	None	Elementary	Complementary	Vocational			
	01	02	03	04			
	Secondary	University	Higher than university (e.g., MS, PhD, MD)	DK/ NA			
	05	06	07	98			

If engaged/in relationship, married, divorced/separated, or widowed ...

SCD15	What is the highest level of education you completed?						
	None	Elementary	Complementary	Vocational			
	01	02	03	04			
	Secondary	University	Higher than university (e.g., MS, PhD, MD)	DK/ NA			
	05	06	07	98			

SCD16	Do you rent or own this house?		Rent	Own	Other:	DK/NA
			01	02	03	98

SCD17	If rent, how much is your rent? Yearly or monthly. <i>Type DK if does not know.</i>						
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Ask the respondent to answer these questions on her/his own

SCD18	What is your religion? I am ...						
	Christian	Muslim	I do not have a religious affiliation	Atheist	Other:	I refuse to answer	DK/NA
	01	02	03	04	05	06	98

SCD19	What is the total monthly income of your HH?						
	< \$1000	\$1001 - \$2000	\$2001 - \$3000	\$3001 - \$4000	> \$4000	I refuse to answer	DK/NA
	01	02	03	04	05	06	98

Thank you. Please give the tablet back to the data collector.

SCD20	HH member of first contact				
	Female head of HH	Male head of HH	Adult son/daughter	MDW	Other:
	01	02	03	04	05

SCD21	HH member who completed interview			
	Female head of HH	Male head of HH	Adult son/daughter	MDW
	01	02	03	04

APPENDIX D: STANDARD CONTRACT (ENGLISH)

Annex 7: Work Contract for Migrant Domestic Workers*

The Republic of Lebanon
Ministry of Labour

Annex 7

WORK CONTRACT FOR MIGRANT DOMESTIC WORKERS

Signed between:

The First Party: (Employer): Full Name: Nationality:
Born in: Having his/her place of residence at:
Family Status: Location of Register:
ID, Individual Registration Certificate:
Address: Telephone:

And

The Second Party: (Employee): Full Name: Nationality:
Passport no.: Date of issue: Date of expiration:
Born in: Family Status:
Having his/her place of residence at address:

Whereas the First Party wishes to employ a person who enjoys competence, experience and skill to work for him/her in the capacity of a domestic worker.

Whereas the Second Party enjoys the aforementioned characteristics.

Therefore, both Parties mutually agreed on the following:

- 1) The introduction to this Contract shall be an integral part thereof.
- 2) The First Party agreed that the Second Party works for him/her as a worker in his/her house. The Second Party consented to the aforesaid capacity in accordance with the terms and conditions stated under the present Contract.
- 3) The First Party shall undertake not to employ the Second Party in any other work or place that is different from the place of residence of the First Party.
- 4) The duration of this Contract shall be defined by one (1) year renewable.
- 5) This Contract shall enter into force as of the date on which it is concluded by both Parties before the Notary Public, including the probationary period of three months.

*As per Unified Contract Decree No. 19/1 dated 31/12/2009.

- 6) The First Party shall pledge to pay to the Second Party by the end of each working month his/her full monthly salary, which is agreed upon in the amount of, without unjustified delay. The salary shall be disbursed in cash directly to the Second Party, in pursuance of a written receipt to be signed by both Parties or in pursuance of a bank transfer with a written receipt to be signed by both Parties as well.
- 7) The Second Party shall pledge to perform his/her work in a serious and sincere manner and to comply with the instructions of the First Party, taking into consideration the work rules, customs and ethics and the privacy of the house.
- 8) The First Party shall pledge to meet the requirements and conditions of decent work and fulfil the Second Party's needs, including food, clothing and accommodations with which his/her dignity and right to privacy are respected.
- 9) The First Party shall pledge to guarantee medical care for the Second Party and to obtain an insurance policy from an insurance company recognised in Lebanon in accordance with the conditions prescribed by the Ministry of Labour.
- 10) The First Party shall pledge to obtain a work permit and authorisation of residence for the Second Party in due form at his/her own and full expense. He/she shall also pledge to renew them as long as the Second Party works for him/her.
- 11) The First Party shall fix the working hours for the Second Party at an average of ten (10) non-consecutive hours a day at most, including at least eight (8) continuous hours of rest at night.
- 12) The First Party shall pledge to grant the Second Party a period of weekly rest of not less than twenty four (24) continuous hours, the conditions of the use of which shall be defined by agreement between both Parties. The Second Party shall also be entitled to benefit from an annual leave of a period of (6) six days. Both Parties shall define its timing and the conditions of its use.
- 13) The First Party shall secure at his/her expense a ticket for the departure of the Second Party and his/her return to his/her country, except in the cases agreed upon in Article (16) of this contract.
- 14) The First Party shall undertake to allow the Second Party to receive telephone calls and correspondence intended to the latter as well as to permit the Second Party to communicate with his/her parents once per month on the expense of the First Party, and otherwise the Second Party shall bear the cost.
- 15) If the Second Party has a sickness other than that derived from his/her services and work-related injuries, she or he has the right to a sick leave based on a medical report for half a month with pay and half a month with half pay.
- 16) The First Party shall be entitled to terminate the present Contract in the following cases:
 - A. In case the Second Party commits a deliberate mistake, neglect, assault or threat, or causes any damage to the interests of the First Party or a member of his/her family.
 - B. In case the Second Party has committed an act that is punishable by the Lebanese laws in force in accordance with a court judgement.
 - C. In these cases, the Second Party shall be obliged to leave Lebanon and to pay the price of the return ticket home from her/his own money.
- 17) The Second Party shall be entitled to terminate the Contract with the First Party taking full responsibility in the following cases:
 - A. In case the First Party does not honour the payment of the salary of the Second Party for a period of (3) three consecutive months.

- In these cases, the First Party shall be obliged to return the Second Party to his/her country and to pay the price of the travel ticket.

- 18) In the event of a dispute between the Parties of this Contract, it may be lodged to the Ministry of Labour to settle it amicably.
- 19) Upon failure of an amicable settlement of the dispute, the aggrieved Party shall be entitled to seek redress at the competent Lebanese Courts.
- 20) This Contract has been drawn up before the Notary Public in Arabic and signed by both Parties.

First Party

Second Party

For the Notary Public's Use

APPENDIX E: STANDARD CONTRACT (ARABIC)

RT

الجمهورية اللبنانية

وزارة العمل

الوزير

٢/٢٧٩

٥ شباط ٢٠٠٩

ل.م.

حضرة رئيس المكتب الاقليمي لمكتب العمل الدولي في بيروت
السيدة ندى الناشف المحترمة

يهدي وزير العمل تحياته لجانبكم ، وهو اذ يرفق ربطا صورة نموذج عن عقد
العمل الموحد لعمال وعاملات المنازل المهاجرات الذي اصبح معتمدا لدى وحدات
الوزارة اعتبارا من تاريخه، يأمل اخذ العلم بذلك .

وزير العمل

محمد فتش



I.L.O. BEIRUT	
Rec.	06 FEB 2009
Ref.	٣٥٣/٤٦٣
No.	٥٦٤/٥٢-٥٩

الجمهورية اللبنانية

وزارة العمل

الوزير

قرار رقم ١/١٩

صادر في ٣١ كانون الثاني ٢٠٠٩

يتعلق بعقد العمل الخاص بـ العمال/ العاملات في الخدمة المنزلية

إن وزير العمل،

بناء على المرسوم رقم ١٨، تاريخ ٢٠٠٨/٧/١١ (تشكيل الحكومة)،

وتنظيماً لعلاقة العمل فيما بين أصحاب العمل والعمال في الخدمة المنزلية،

وخلافاً لأي إجراء أو نص آخر،

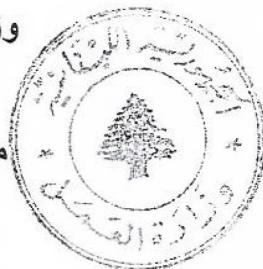
يقرر ما يأتي

المادة الاولى: يلزم كل من أصحاب العمل والعمال في الخدمة المنزلية إعتماد نموذج عقد العمل الخاص بهم المرفق بهذا القرار.

المادة الثانية: يبلغ هذا القرار حيث تدعو الحاجة.

وزير العمل

محمد فتيش



ف.ج

الجمهورية اللبنانية
وزارة العمل

عقد عمل خاص بـ العمال / العاملات في الخدمة المنزلية

وقع في ما بين:

الفريق الاول: (صاحب العمل)	الاسم الثلاثي:..... الجنسية:.....
المولود في:.....	المتخذ(ة) محل الإقامة (لها):.....
الوضع العائلي:.....	محل رسم السجل:..... هوية او بيان قيد افرادي رقم:.....
العنوان:.....	الهاتف:.....
الفريق الثاني: (الاسم)	الجنسية:..... رقم جواز السفر:..... تاريخ اصداره:.....
تاريخ انتهائه:.....	المولود(ة):..... الوضع العائلي:.....
المتخذ (ة) محل الإقامة على عنوان:.....	

لما كان الفريق الاول يرغب باستخدام من يتمتع / تتمتع بالكفاءة والخبرة والمهارة للعمل لديه لصفة عامل / عاملة في الخدمة المنزلية.

ولما كان الفريق الثاني يتمتع بالصفات المذكورة اعلاه.
ولما كان الفريقان قد توافقا على أن يجري تنفيذ هذا العقد وفقا لقيم ومبادئ العائلة اللبنانية.

لذلك وبناء عليه،

تم الاتفاق بين الفريقين بالرضى والقبول المتبادل على ما يأتي:

اولا: تعتبر مقدمة هذا العقد جزءا لا يتجزأ منه.

ثانيا: وافق الفريق الاول على ان يعمل الفريق الثاني لديه بصفة عامل في منزله وقبل الفريق الثاني بالصفة المذكورة وفقا للشروط والاحكام الواردة في هذا العقد.

ثالثا: يتعهد الفريق الاول بعدم استخدام الفريق الثاني في أي عمل او مكان اخر يختلف عن محل اقامة الفريق الاول.

رابعا: حددت مدة هذا العقد بثلاث سنوات تجدد سنة سنة.

خامسا: يسري مفعول هذا العقد من تاريخ ابرامه من الفريقين لدى كاتب العدل بما فيها فترة التجربة المحددة بثلاثة اشهر.

ف.ج

سادسا: يتعهد الفريق الاول ان يدفع للفريق الثاني بنهاية كل شهر عمل كامل اجره الشهري البالغ _____ وبدون أي تأخير غير مبرر، يدفع الاجر نقدا مباشرة للفريق الثاني نفسه وبموجب ايصال خطي موقع من الفريقين او بموجب تحويل مصرفي بايصال خطي موقع من الفريقين ايضا.

سابعا: يتعهد الفريق الثاني بتأدية عمله بكل امانة وجدية واخلاص وان يتقيد بتوجيهات الفريق الاول بما يراعي اصول العمل واعرافه واخلاقه وخصوصيات المنزل.

ثامنا: يتعهد الفريق الاول بتأمين شروط وظروف العمل اللائق وتوفير حاجاته من مأكّل وملبس واقامة تحترم فيها كرامة الفريق الثاني وحقه في الخصوصية.

تاسعا: يتعهد الفريق الاول بضمان استشفاء الفريق الثاني بموجب بوليصة تأمين لدى شركة ضمان معترف بها في لبنان وفق الشروط والحالات المحددة من قبل وزارة العمل.

عاشرا: يتعهد الفريق الاول بالاستحصال على اجازة عمل وبطاقة اقامة للفريق الثاني وفقا للاصول وذلك على كامل نفقته، كما يتعهد بتجديدهما ما دام الفريق الثاني يعمل لديه.

حادي عشر: يحدد الفريق الاول ساعات العمل للفريق الثاني بمعدل عشر ساعات متهاودة في اليوم وبتأمين فترة راحة لا تقل عن ثماني ساعات متواصلة ليلا.

ثاني عشر: يتعهد الفريق الاول بمنح الفريق الثاني فترة راحة اسبوعية لا تقل عن اربع وعشرين ساعة متواصلة، تحدد شروط الاستفادة منها باتفاق الفريقين، كما يحق للفريق الثاني اجازة سنوية لمدة ستة ايام يحدد توقيتها وشروط الاستفادة منها باتفاق الفريقين.

ثالث عشر: يؤمن الفريق الاول على نفقته تذكرة استقدام عودة الفريق الثاني الى بلده الا في الحالات المتفق عليها في البند السادس عشر من هذا العقد.

رابع عشر: يتعهد الفريق الاول بالسماح للفريق الثاني بتلقي المكالمات الهاتفية والمراسلات الموجهة لهذا الاخير بالاضافة الى السماح للفريق الثاني بالاتصال بأهله مرة كل شهر على نفقة الفريق الاول وما عدا ذلك فيتحمّل تكاليفه الفريق الثاني.

خامس عشر: اذا اصيب الفريق الثاني بمرض غير الامراض الناجمة عن خدمته وحوادث العمل فله الحق في اجازة مرضية بناء لتقرير طبي تحدد بنصف شهر بأجر ونصف شهر بنصف اجر.

سادس عشر: يحق للفريق الاول فسخ هذا العقد في الحالات التالية:

- أ - اذا ارتكب الفريق الثاني خطأ او اهمالا او اعتداء مقصودا او خطرا او ضررا لحق بمصالح الفريق الاول او احد افراد عائلته.
 - ب - اذا ارتكب الفريق الثاني فعلا يعاقب عليه في القوانين اللبنانية المرعية الاجراء بموجب حكم قضائي.
- في هذه الحالات يكون لزاما على الفريق الثاني ان يغادر لبنان وان يدفع من ماله الخاص ثمن تذكرة السفر للعودة الى بلاده.

ف.ج

سابع عشر: يحق للفريق الثاني فسخ العقد على مسؤولية الفريق الاول في الحالات التالية:

- أ - اذا اخل الفريق الاول بتسديد اجور الفريق الثاني لمدة ثلاثة اشهر متعاقبة.
- ب - اذا اعتدى الفريق الاول او احد افراد عائلته او القاطنين في المنزل بالضرب او الايذاء، او قام احد هؤلاء بالتحرش او الاعتداء جنسيا عليه، وثبت ذلك من خلال تقارير طبية من طبيب شرعي ومحاضر تحقيقات الضابطة العدلية او وزارة العمل.
- ج - اذا قام الفريق الاول بتشغيل الفريق الثاني بغير الصفة التي استقدمه للعمل فيها دون موافقته.

في هذه الحالات يكون لزاما على الفريق الاول ان يعيد الفريق الثاني الى بلاده وان يدفع له ثمن تذكرة السفر.

ثامن عشر: في حال حصول نزاع بين طرفي هذا العقد يمكن عرضه على وزارة العمل لتسويته وديا.

تاسع عشر: عند فشل تسوية النزاع وديا للفريق المتضرر مراجعة المحاكم اللبنانية المختصة.

عشرون: نظم هذا العقد امام كاتب العدل باللغات العربية والانكليزية والفرنسية على اربع نسخ ووقع من الطرفين وتسلم كل فريق النسخة الخاصة به.

الفريق الثاني

الفريق الاول

حقل خاص بكاتب العدل

Labour Migration Branch (MIGRANT)

Fundamental Principles and Rights at Work
(FUNDAMENTALS)

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www.ilo.org/migrant - www.ilo.org/fundamentals



This publication is funded by the UK Department for
International Development (DFID) and the European Union (EU)

ISBN 978-92-2-131145-4



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