

# The Standard Unified Contract for Migrant Domestic Workers in Lebanon — Recognition of Rights and Responsibilities or Facilitation of ‘Modern Slavery’?

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Please note that this [source of the month](#) is not related to slavery in the sense of the legal ownership of persons, as is commonly understood. We are, nevertheless, convinced that the perspective adopted in this post allows us to reflect on dependencies in the contemporary world that are not altogether unrelated.

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In 2020, a new Standard Unified Contract for domestic workers was adopted by the Ministry of Labour in Lebanon. The new contract aimed at granting migrant domestic workers a number of rights which had been afforded to other kinds of workers under the Labour Code many years ago, including a 48-hour work week, a weekly rest day, overtime pay, sick pay, annual leave, and the national minimum wage, with some deductions permitted for housing and food.<sup>[1]</sup> Most importantly, as Human Rights Watch state, “The new contract allows workers to terminate their contract without the consent of their employer,”<sup>[2]</sup> a modification that had been demanded by HRW for a long time in order to reform the *kafāla* system. In Lebanon, migrant domestic labour is governed by a sponsorship system known as *kafāla*. Under its terms, every foreign domestic worker needs to have a guarantor (their *kafīl*), who is their legal representative and is responsible for their presence and work in Lebanese territory. They are also the sole employer of the domestic worker.<sup>[3]</sup> The system is known for “an array of abuses, including non-payment of wages, forced confinement, excessive working hours with no rest days or breaks, and verbal, physical, and sexual abuse.”<sup>[4]</sup> Reports of such practices continue to be widespread, notwithstanding the introduction of the Standard Unified Contract<sup>[5]</sup> for domestic workers in 2009, and have been criticized by some as a form of ‘modern slavery’.

Notwithstanding this critique, in September 2020, the Lebanese Shura council prevented the new contract from being brought into force.<sup>[6]</sup> This post explicates and comments on the — still valid — work contract for migrant domestic workers of 2009. Clearly, the exploitation of female migrant labour in the domestic sector is enabled by a legal framework that allows for an extremely asymmetrical relationship between migrant workers and their employers. However, it is far less clear to what extent an improved version of the Standard Unified Contract alone had or has the potential to improve working conditions for migrant domestic workers in Lebanon. In shedding light on the contract’s provisions, I aim to contextualise

the Standard Unified Contract within the *kafāla* system governing migrant domestic workers in Lebanon, and to raise the topic of contract slavery.

## **The Work Contract for Migrant Domestic Workers in Lebanon**

The “Work Contract for Migrant Domestic Workers” is an official form issued by the Lebanese Ministry of Labour in late 2009. The copy attached hereto is presented as an annex to an information guide for migrant domestic workers.<sup>[7]</sup> The guide was compiled by members of the National Steering Committee on Women Migrant Domestic Workers in Lebanon, established in April 2007<sup>[8]</sup> under the auspices of the Ministry of Labour and is intended to advise the female majority of Migrant Domestic Workers in particular prior to and during their stay in Lebanon. The contract describes the relationship between the two parties as the employment of a domestic worker “who enjoys competence, experience and skill” and attests their agreement to 20 provisions.

The first provisions define the contract’s object (1, 2) and its validity (4, 5, and 20), and the last ones (16-19) address the conditions for termination of the contract by each of the parties thereto (16, 17) and how conflict between them shall be addressed (18, 19). The remainder of the provisions are dedicated to the detailed regulation of their labour relation which is due to the fact that the 1946 Lebanese Labour Code excludes domestic labour — whether foreign or Lebanese — from its purview in article 7. Hence, domestic workers in Lebanon do not enjoy such guarantees and protections as the right to unionise, the right to annual leave, and the minimum wage.

Thus, there is no minimum amount for the monthly salary stated in the template’s provision no. 6, which also requires both parties to sign a written receipt.<sup>[9]</sup> However, provisions 15 and 12 grant the domestic workers the right to a sick leave “based on a medical report for half a month with pay and half a month with half pay” and “a weekly rest of not less than twenty four (24) continuous hours” as well as “an annual leave of a period of (6) six days,” respectively. Regarding working hours, provision 11 simply states they shall be fixed by the employer “at an average of ten (10) non-consecutive hours a day at most, including at least eight (8) continuous hours of rest at night.” However, the contract template neither provides space for the specification of working hours, nor for the required agreement on the use of the weekly rest period.

A number of provisions seem to be unusual for a work contract. This is because the labour they regulate is carried out a) under the *kafāla* system, and b) in the domestic sphere, given that most MDWs — especially those whose status is not deemed ‘illegal’<sup>[10]</sup> — work as live-ins in their employer’s home. Among them are the *kafil*’s duty to pay for their worker’s return ticket to their country of origin (13 with an exception under 16A), as well as the explicit requirement that they shall allow their domestic worker’s communication (calls and correspondence) with their parents (14). Furthermore, it is the employer’s duty to provide food, clothing, and accommodation for their worker. While the provision in question (8) speaks of “decent work,” “dignity,” and “privacy,” it does not clarify these standards. Moreover, sponsors are required to guarantee healthcare and to obtain health insurance for their employees (9) as well as their work permit and legal residency, which they pledge to renew annually (10). Without these documents, a domestic worker’s status is ‘illegal’ and General Security (i.e. General Directorate of General Security) might detain them. A study of the migrant domestic workers’ cases before Lebanese courts<sup>[11]</sup> has shown that although in fact “renewal cannot occur without the employer’s consent,”<sup>[12]</sup> in practice, the worker alone

is held responsible by the judiciary. In none of the cases of the sample investigated by the study in question has it been proven at a court that the employer failed to renew, and thus the lack of migrant domestic workers' residency documents was determined to be their (the employee's) fault.<sup>[13]</sup> While in the vast majority of criminal cases brought before a judge workers appear as defendants (either accused of "breaching the residence and labour regulations and facilitating the flight of domestic workers"<sup>[14]</sup> or of theft<sup>[15]</sup>), they invariably appear as plaintiffs in cases brought before Labour Arbitration Courts.<sup>[16]</sup> Provisions 18 and 19 of the template, by contrast, stipulate that disputes between the contract parties should be amicably settled by the Ministry of Labour, and only upon failure of this process is recourse to be had to the courts. A glimpse at legal practice, moreover, demonstrates that Labour Arbitration Courts barely work on the cases submitted before them.<sup>[17]</sup>

### **A Logic of its Own Beyond the Contract?**

As this example shows, the consequences of the contract cannot be understood without insights into legal practice and the lifeworlds of domestic workers.<sup>[18]</sup> If we were to assume that most sponsors carefully read the contract, we could attribute a number of their wrongdoings to a certain lack of clarity on specific points in the contract template. Examples include certain rights that domestic workers hold, such as the right to freedom of movement and the prohibition on charging recruitment fees to workers. "The frequent violations of these rights — through locking in and/or the deduction of recruitment fees," as another study argues, "can be partially traced to lack of knowledge by both parties of the rights to which workers are entitled."<sup>[19]</sup> The same study observes that General Security and employers "consistently interpret the contract to require cohabitation" whereas the contract requires only that the employer ensure that the worker has a decent place to live, not that they live together.<sup>[20]</sup> General Security has justified this interpretation with reference to "unspecified" security threats' presented by MDWs living independently" as well as with the concern that "an independent residency raises the risk that the MDW will illegally work for more than one employer."<sup>[21]</sup> The principle that domestic employees must not work for more than one employer is also addressed in one of the first provisions of the template (3), where the sponsor commits themselves "not to employ the Second Party in any other work or place that is different from the place of residence of the First Party." It lies at the very heart of the *kafāla* system, one of whose purposes is the limitation of the worker's labour market mobility, facilitated by binding them to a single sponsor who controls their legal status in the labour-receiving country.

The logic of this labour regime is supported by the sponsor's conviction that they are responsible for a range of actions their employee might possibly undertake. Thus, many Lebanese believe that employers are responsible for any criminal acts their domestic workers might commit. While the Lebanese Standard Unified Contract states nothing of the kind, General Security may ask sponsors about such matters, and recruitment agencies advise their clients to adopt preventive measures such as confiscating their employee's passports and locking them indoors. Thus, not only do the sponsor's actions in their capacity as employer hardly depend on the legal specifications of the Standard Unified Contract, but agencies and the competent authorities themselves do not always act in accordance with its standards.

### **A Case of Contract Slavery?**

Migrant domestic workers are largely regulated by three pieces of legislation: Law of 10 July 1962 Concerning the Entry and Stay in Lebanon as well as the Exit (particularly articles 25

and 36), Decree No. 17561 of 18 September 1964 Regulating the Work of Aliens (particularly articles 4, 5, 15 and 21), and Decision no. 136 of 1969 Regulating the Proof of Residence of Foreigners in Lebanon (particularly article 7). Interestingly enough, none of the three texts mentions the *kafīl* or *kafāla*. Thus, observing the legal practice regarding migrant domestic workers, the aforementioned study points out “*that the General Directorate of General Security (GDGS) took it upon itself, in coordination with the Ministry of Labour and other public departments, to establish this system by issuing a number of internal instructions without reference to any legal text.*”<sup>[22]</sup>

As for workers themselves, the majority sign contracts prior to departure from their home countries. However, only half of them were able to read and understand their terms — with significant inter-nationality discrepancies<sup>[23]</sup> (contracts are rarely translated to the native languages of domestic workers). Moukarbel and Jureidini’s earlier study on Sri Lankan domestic workers in Lebanon confirms these discrepancies, finding that 71% did not even sign a contract at all (neither in their home country, nor on their arrival in Beirut).<sup>[24]</sup>

In light of the thwarted reform of the Standard Unified Contract in 2021, Human Rights Watch summarised what they found problematic about the old contract, noting

The contract is the only legal document that a migrant domestic worker has in Lebanon. The country has had a standard unified contract for migrant domestic workers since 2009, but the 2009 version lacked vital safeguards against forced labour, does not meet international human rights and labour standards, and was adopted before the 2011 ILO Domestic Workers Convention.<sup>[25]</sup>

### *Human Rights Watch*

While the organisation had strongly supported the new contract template, they did not fail to qualify their support with insistent demands for effective enforcement mechanisms.<sup>[26]</sup> Indeed, liability is also what Kevin Bales, perhaps the most prominent theorist on and campaigner against ‘modern slavery’, sees as the key factor in ending it. For him, the discrepancy between expectations raised by a contract and actual legal and social practice is a trap for migrant workers. The employment contracts which migrant domestic workers accept mislead them into believing they are entering into a legitimate contractual relationship with obligations and responsibilities on both parties, backed by legal authorities. In reality, he says, it is merely a ruse: “an enticement to trick an individual into slavery.”<sup>[27]</sup> Among the three practices he defines as ‘modern slavery’ is what he terms “contract slavery.” Moukarbel and Jureidini find this an “appropriate conceptualization” of the case of migrant domestic workers in Lebanon.<sup>[28]</sup> According to Bales, contract slavery describes a setting “where contracts are ‘legal fictions’ rather than legally binding employment agreements, and thus conceal what are in reality conditions of slavery.”<sup>[29]</sup> This is a particularly compelling analysis when it comes to domestic labour, where the work setting of the domestic sphere complicates regulation and control. However, the present example of migrant domestic workers’ labour relations in Lebanon also complicates the picture. Moukarbel and Jureidini deem it useful because it “not only brings attention to the denial of basic human rights through their vulnerability and lack of protection as non-citizens (whether legal or illegal), but that there are also dimensions of ethnicity, race and gender that are operative in the employment of foreign female domestic workers in Lebanon, particularly those who live in the household.”<sup>[30]</sup> Building on their analysis, Amrita Pande<sup>[31]</sup> examined migrant domestic workers in various employment situations, also paying

attention to the huge number of illegalised domestic workers, that is those whose immigration documents' validity has lapsed. She demonstrates that live-ins, "freelancers", and "run-aways" each engage in resistive practices according to the spatial exclusions that constrain their actions respectively. The different degrees of (un)freedom and (in)dependency that accompany their employment situations are not only not reflected in the Standard Unified Contract, but also show how dependency is gradually fought against and dismantled by the workers. Thus, invoking seemingly contradictory categories such as 'modern slavery' and 'contract slavery' illustrates well how overcoming legal ownership does not amount to the elimination of coerced labour and dependency. They also serve as a useful reminder of the possible fictionality of legal documents — sometimes, an isolated examination of legal documents does not allow us to detect the complex relations under discussion. Even though 'contract slavery' as a label evokes the binary of slavery and freedom, with all its shortcomings [discussed elsewhere](#), it in fact complicates the picture. Thinking about the category of 'contract slavery' supports a more differentiated understanding of the asymmetrical relations and dependencies existent under contractually regulated wage labour as it directs our focus to — though sometimes very scarcely documented — legal practices.

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<sup>[1]</sup> Human Rights Watch. "Lebanon: New Safeguards for Migrant Domestic Workers," 18.09.2020, <https://www.hrw.org/news/2020/09/18/lebanon-new-safeguards-migrant-domestic-workers> (accessed 12.5.2023).

<sup>[2]</sup> Ibid.

<sup>[3]</sup> Nasri, Alix and Wissam Tannous. 2014. "Access to Justice for Migrant Domestic Workers in Lebanon," ILO Report: 40, [https://www.ilo.org/wcmsp5/groups/public/—arabstates/—ro-beirut/documents/publication/wcms\\_395802.pdf](https://www.ilo.org/wcmsp5/groups/public/—arabstates/—ro-beirut/documents/publication/wcms_395802.pdf) (accessed 21.5.2023).

<sup>[4]</sup> Human Rights Watch. "Lebanon: New Safeguards for Migrant Domestic Workers," 18.09.2020, <https://www.hrw.org/news/2020/09/18/lebanon-new-safeguards-migrant-domestic-workers> (accessed 12.5.2023).

<sup>[5]</sup> As per Unified Contract Decree No. 19/1 dated 31.12.2009.

<sup>[6]</sup> The Shura Council's refusal to bring into force the new Standard Unified Contract came after a complaint by the Syndicate of the Owners of Recruitment Agencies on 21 September 2020. As HRW reported, "The Shura Council on October 14 ruled in favor of the recruitment agencies on the grounds that these decisions comprised 'severe damage' to the agencies' interests. The Council made no reference to the rights of migrant domestic workers, which Lebanon is obliged to protect under international law." Human Rights Watch. "Lebanon: Blow to Migrant Domestic Worker Rights", 27.7.2020, <https://www.hrw.org/news/2020/10/30/lebanon-blow-migrant-domestic-worker-rights> (accessed 12.5.2023).

<sup>[7]</sup> International Labour Organization (ILO). 2012. "Information Guide for Migrant Domestic Workers in Lebanon," Beirut.

[8] Ibid.: 1.

[9] While the contract mentions two valid methods of payment, the form does not provide space for the parties to indicate the method agreed to.

[10] For the different statuses of migrant domestic workers in Lebanon, their (il)legality and the consequences they bear for a worker's (un)freedom and (in)dependence, see Amrita Pande. 2012. "From 'Balcony Talk' and 'Practical Prayers' to Illegal Collectives: Migrant Domestic Workers and Meso-Level Resistances in Lebanon," *Gender and Society* 26, 382–405.

[11] The Legal Agenda/International Labour Organization. 2020. "The Labyrinth of Justice: Migrant Domestic Workers Before Lebanon's Courts," [https://www.ilo.org/wcmsp5/groups/public/—arabstates/—ro-beirut/documents/publication/wcms\\_777078.pdf](https://www.ilo.org/wcmsp5/groups/public/—arabstates/—ro-beirut/documents/publication/wcms_777078.pdf) (accessed 11.5.2023).

[12] Ibid.: 29.

[xiii] Ibid.:16.

[14] As the Director-General of Public Security put it in his response to an inquiry about two Nepalese migrant domestic workers by the International Trade Union Confederation, see ALEF — act for human rights. 2019. "Progress on the Recommendations of the Second Cycle of Lebanon's Universal Periodic Review: The Rights of Migrants and the Prohibition of Slavery and Trafficking 44 (Annex A)," [https://alefliban.org/wp-content/uploads/2019/03/MDW\\_Monitoring\\_Report\\_v01-1.pdf](https://alefliban.org/wp-content/uploads/2019/03/MDW_Monitoring_Report_v01-1.pdf) (accessed 11.5.2023).

[15] Sponsors are responsible for the worker's stay and their repatriation and thus usually notify the General Directorate of General Security. "Running away" per se (Ar. *al-firār*) is not a punishable act for migrant domestic workers under Lebanese law. Thus, in a good number of cases, sponsors made false accusations of wrongdoing e.g., theft. See Moukarbel, Nayla and Ray Jureidini. 2004. "Female Sri Lankan domestic workers in Lebanon: A Case of 'Contract Slavery'?" *Journal of Ethnic and Migration Studies* 30, 596; Nasri/Tannous. "Access to Justice". In order to prevent sponsors' pursuit of false claims, the General Security office made a decision in 2021, following which an employee's departure from their sponsor is no longer treated in a criminal process, but in an administrative one. See Emily Lewis. "Domestic workers who leave their jobs can no longer be accused of a crime. Here's why that's important," *L'Orient Today*, 19.2.2021, <https://today.lorientlejour.com/article/1252551/domestic-workers-who-leave-their-jobs-can-no-longer-be-accused-of-a-crime-heres-why-thats-important.html> (accessed 11.5.2023).

[16] The authors argue that due to the lack of legal recourse and the limited impact of the judiciary in the Lebanese legal structure, criminal cases against migrant domestic workers do not arrive at courts in the first place. "The overwhelming majority of cases are actions filed against the worker by the Public Prosecutor or the employer, whereas there are virtually no criminal cases filed by workers. Of 568 cases observed in 2013, the worker was the defendant in 566 of them and the plaintiff in only two. The same proportion was observed in 2017, when defendants were invariably workers except in four cases that were filed by convicted workers who objected to the judgments issued against them." See The Legal Agenda/International Labour Organization. "The Labyrinth of Justice": 12. Another study

from 2019 ascribes the lack of data on abuse and exploitation against migrant domestic workers on the part of state authorities to the fact that police branches do not report to central command: ALEF — Act for Human Rights. 2019. “Progress on the Recommendations of the Second Cycle of Lebanon’s Universal Periodic Review: The Rights of Migrants and the Prohibition of Slavery and Trafficking,” [https://alefliban.org/wp-content/uploads/2019/03/MDW\\_Monitoring\\_Report\\_v01-1.pdf](https://alefliban.org/wp-content/uploads/2019/03/MDW_Monitoring_Report_v01-1.pdf) (accessed 11.5.2023).

[17] See The Legal Agenda/International Labour Organization. “The Labyrinth of Justice”.

[18] Studied by anthropologist Sumayya Kassamali in her dissertation on domestic workers in Beirut, perhaps the most comprehensive and recent (and pleasant-to-read) publication in this regard: Sumayya Kassamali. 2017. “Migrant Worker Lifeworlds of Beirut”. Unpublished PhD dissertation, Columbia University, <https://academiccommons.columbia.edu/doi/10.7916/D8NG534P> (accessed 15.5.2023).

[19] ALEF — Act for Human Rights. 2019. “Protection Framework. Towards Increased Protection for Migrant Domestic Workers in Lebanon”: 11-12. <https://alefliban.org/wp-content/uploads/2019/03/50-copies-Final-Protection-Framework-English-version.pdf> (accessed 12.5.2023).

[20] The only legal basis for cohabitation of migrant domestic workers and their sponsors is mentioned in legislation from the 1960s.

[21] ALEF — Act for Human Rights. “Protection Framework”: 12.

[22] The Legal Agenda/International Labour Organization. “The Labyrinth of Justice”: 11.

[23] International Labour Organization. 2016. “Intertwined: The Workers’ Side, A Study of Working and Living Conditions of Migrant Domestic Workers in Lebanon.” Regional Office for Arab States: 18-19.

[24] Nayla Moukarbel and Ray Jureidini. “Female Sri Lankan Domestic Workers”, 584.

[25] Human Rights Watch. “Lebanon: Blow to Migrant Domestic Worker Rights”.

[26] Human Rights Watch. “Lebanon: New Safeguards”.

[29] Kevin Bales. 1999. *Disposable People: New Slavery in Global Economy*. Berkeley and Los Angeles: University of California Press: 20.

[28] Nayla Moukarbel and Ray Jureidini. “Female Sri Lankan Domestic Workers”, 604.

[29] Ibid., 583.

[30] Ibid., 604.

[31] Amrita Pande. ‘Balcony Talk’.