



HOUSE OF REPRESENTATIVES

H. No. 6396

BY REPRESENTATIVES ROMAN, NOGRALES (K.A.), NOGRALES (J.J.),
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SARMIENTO (C.), ABAYA, ALVAREZ (F.), LOBREGAT, OAMINAL,
TAN (A.), ALBANO, CUA, BARBERS, DURANO AND SARMIENTO (E.M.),
PER COMMITTEE REPORT NO. 380

AN ACT INSTITUTING POLICIES FOR THE PROTECTION AND
WELFARE OF CAREGIVERS IN THE PRACTICE OF THEIR
PROFESSION

*Be it enacted by the Senate and House of Representatives of the Philippines in
Congress assembled:*

1 SECTION 1. *Short Title.* – This Act shall be known as the “Caregivers
2 Welfare Act”.

3 SEC. 2. *Declaration of Policy.* – It is hereby declared the policy
4 of the State to recognize the role of caregivers in national development
5 and to institute policies in the practice of the profession with the end in

1 view of developing competent caregivers whose standards of professional
2 service shall be excellent and globally competitive.

3 The State also recognizes the need to protect the rights of the
4 caregivers towards a decent employment and income, and adheres to
5 a policy of protecting caregivers against abuse, harassment, violence
6 and economic exploitation.

7 SEC. 3. *Definition of Terms.* – As used in this Act:

8 (a) *Caregiver* refers to a graduate of a caregiving course from an
9 accredited training institution that is recognized by the government or is
10 certified competent by that same institution, and renders caregiving services as
11 stipulated in Section 6 of this Act;

12 (b) *Client* refers to a dependent infant, child or adult;

13 (c) *Employer* refers to any person who engages and controls the
14 services of a caregiver, and is a party to the employment contract; and

15 (d) *Private employment agency (PEA)* refers to any individual,
16 legitimate partnership, association or organization accredited and licensed by
17 the Department of Labor and Employment (DOLE), corporation or entity
18 licensed to engage in the recruiting and placement of caregivers for local
19 employment.

20 SEC. 4. *Employment Contract.* – An employment contract shall be
21 executed by and between the caregiver and the employer before the
22 commencement of the service in a language or dialect understood by both
23 parties. A copy of the duly signed employment contract shall be given to the
24 caregiver which shall include the following:

25 (a) Duties and responsibilities of the caregiver;

26 (b) Period of employment;

27 (c) Compensation;

28 (d) Authorized deductions;

1 (e) Hours of work and proportionate additional payment or
2 overtime pay;

3 (f) Rest days and allowable leaves;

4 (g) Board, lodging and medical attention;

5 (h) Termination of employment; and

6 (i) Any other lawful condition agreed upon by both parties.

7 The DOLE shall develop a model employment contract for caregivers
8 which shall be made available at all times, free of charge to caregivers,
9 employers and the general public.

10 In case where the employment of the caregiver is facilitated through a
11 private employment agency, the PEA shall keep a copy of all employment
12 contracts of their caregivers which shall be made available for verification and
13 inspection by the DOLE.

14 *SEC. 5. Preemployment Requirements.* – Prior to the execution of the
15 employment contract, the employer may require the following:

16 (a) Caregiver's training certificate issued by the school or institution
17 accredited by the Technical Education and Skills Development Authority
18 (TESDA);

19 (b) Medical certificate or health certificate issued by a local
20 government health officer; and

21 (c) National Bureau of Investigation (NBI) or police clearance.

22 *SEC. 6. Duties of the Caregiver.* – The caregiver may provide any of
23 the following services:

24 (a) Provide personal care support and assistance to clients with
25 physical impairment or disabilities in private homes, nursing or geriatric care
26 facilities, and other residential settings;

27 (b) Help clients with their daily activities and mobility restrictions;

28 (c) Provide some basic health-related services, such as checking a
29 client's pulse rate, temperature and respiration rate;

1 (d) Help clients with simple prescribed exercises, and assist in the
2 administration of home medications as prescribed by the physician, provided
3 that assistance in the administration of intravenous medications shall be upon
4 written consent of the physician;

5 (e) Advise clients and their families on cleanliness and
6 household tasks;

7 (f) Accompany clients to appointments with doctors or on other
8 errands;

9 (g) Assist in housekeeping tasks within a client's room;

10 (h) Prepare food for clients; and

11 (i) Other tasks directly related to the needs of the clients.

12 *SEC. 7. Hours of Work.* – The caregiver's working hours shall be
13 based on the employment contract signed by the parties and in accordance
14 with labor laws, rules and regulations. A caregiver shall have an eight
15 (8)-hour work shift, beyond which the mandatory overtime pay shall be
16 applied.

17 *SEC. 8. Minimum Wage.* – The minimum wage of a caregiver shall
18 not be less than the applicable minimum wage in the region.

19 *SEC. 9. Payment of Wages.* – Wages shall be paid on time directly
20 to the caregiver to whom they are due once every two (2) weeks or twice
21 a month at the intervals not exceeding sixteen (16) days. The employer,
22 unless allowed by the caregiver through a written consent, shall make no
23 deductions from the wages other than what is mandated by law. No
24 employer shall pay the wages of the caregiver by means of promissory
25 notes, vouchers, coupons, tokens, tickets, chits or any object other than the
26 cash wage as provided for under the law.

27 Caregivers are also entitled to a thirteenth month pay as
28 provided for by law.

1 SEC. 10. *Pay Slip.* – The employer shall at all times provide the
2 caregiver with a copy of the pay slip containing the amount paid in cash every
3 pay day, and indicating all deductions made, if any. A copy of the pay slip
4 shall be kept by the employer for a period of three (3) years.

5 SEC. 11. *Leave Benefits.* – A caregiver who has rendered at least one
6 (1) year of service shall be entitled to an annual service incentive leave of at
7 least five (5) days with pay. Any unused portion of the annual leave shall be
8 cumulative or carried over to the succeeding years. Unused leaves shall be
9 convertible to cash.

10 SEC. 12. *Other Benefits.* – A caregiver shall be covered by the Social
11 Security System (SSS), the Philippine Health Insurance Corporation
12 (PhilHealth), and the Home Development Mutual Fund (Pag-IBIG), and shall
13 be entitled to all the benefits in accordance with the pertinent provisions of
14 law. The effective date of coverage shall be on the first day of employment.

15 SEC. 13. *Non-Diminution of Benefits.* – All existing arrangements
16 between a caregiver and the employer shall be adjusted to conform to the
17 minimum standards set by this Act. Nothing in this Act shall be construed to
18 cause the diminution or substitution of any benefit or privilege currently
19 enjoyed by the caregiver hired directly or through a PEA.

20 SEC. 14. *Basic Necessities.* – The employer of a household-based
21 caregiver shall provide for basic necessities which shall include at least three
22 (3) adequate meals a day, and humane sleeping arrangement. The employer
23 shall also provide appropriate rest periods, and assistance in case of illnesses
24 and injuries sustained during the exercise of the caregiver's duties and
25 responsibilities without loss of benefits.

26 SEC. 15. *Privileged Information.* – All information and
27 communication pertaining to the patient or employer or members of the
28 household shall be treated as privileged and confidential, and shall not be
29 publicly disclosed by the caregiver during and after employment.

1 SEC. 16. *Termination of Service.* – Neither the caregiver nor the
2 employer may terminate the contract before the expiration of the term except
3 for grounds provided for in Sections 17 and 18 of this Act. If the caregiver is
4 unjustly dismissed, the caregiver shall be paid the compensation already
5 earned plus the equivalent of fifteen (15) days work by way of indemnity. The
6 caregiver and the employer may mutually agree upon written notice to
7 preterminate the contract of employment to end the employment relationship.

8 SEC. 17. *Termination of Contract by the Caregiver.* – A caregiver
9 may terminate the employment relationship at any time before the expiration
10 of the contract for any of the following reasons:

11 (a) Verbal or emotional abuse by the employer, client or any member
12 of the household;

13 (b) Inhuman treatment including physical abuse by the employer,
14 client or any member of the household;

15 (c) Commission of a crime or offense against the caregiver by the
16 employer, client or any member of the household;

17 (d) Violation of the terms and conditions of the employment contract
18 by the employer; and

19 (e) Other causes analogous to the foregoing.

20 SEC. 18. *Termination of Contract by the Employer.* – The employer
21 may terminate the services of the caregiver at any time before the expiration of
22 the contract for any of the following causes:

23 (a) Misconduct or willful disobedience by the caregiver of the lawful
24 order of the employer in connection with the former's work;

25 (b) Gross or habitual neglect or insufficiency in the performance of
26 duties;

27 (c) Fraud or willful breach of the trust reposed by the employer;

28 (d) Commission of crime or offense by the caregiver against the person
29 of the employer, client or any immediate member of the employer's family;

1 (e) Violation of the terms and conditions of the employment contract
2 by the caregiver; and

3 (f) Other causes analogous to the foregoing.

4 SEC. 19. *Settlement of Disputes.* – All labor-related disputes shall be
5 elevated to the DOLE Regional Office and/or the National Labor Relations
6 Commission (NLRC) having jurisdiction over the workplace without prejudice
7 to the filing of civil or criminal action in appropriate cases. The DOLE
8 Regional Office shall exhaust all conciliation and mediation efforts before a
9 decision shall be rendered.

10 Ordinary crimes or offenses committed under the Revised Penal
11 Code and other special penal laws by either party shall be filed with the
12 regular courts.

13 SEC. 20. *Protection of Caregiver Hired Through PEAs.* – The
14 Secretary of Labor and Employment shall, through a system of licensing and
15 regulation, ensure the protection of the caregivers hired through PEAs.

16 The PEAs shall be jointly and severally liable with the employer for all
17 wages, wage-related benefits, and other benefits due to the caregiver.

18 The provisions of the Labor Code of the Philippines on the
19 qualifications of a PEA with regards to nationality, net worth, owners and
20 officers, office space, and other requirements, as well as nontransferability of
21 license, and commission of prohibited practices shall apply.

22 SEC. 21. *Responsibilities of the PEAs.* – In addition, the PEAs shall
23 have the following responsibilities:

24 (a) Ensure that the caregivers are not charged or levied any recruitment
25 or placement fees whatsoever;

26 (b) Ensure that the employment contract between the caregiver and the
27 employer stipulates the terms and conditions of employment and all the
28 benefits prescribed by this Act;

1 (c) Provide a preemployment orientation briefing to the caregiver
2 and the employer about their rights and responsibilities in accordance
3 with this Act;

4 (d) Keep copies of employment contracts pertaining to recruited
5 caregivers which shall be made available during inspections or whenever
6 required by the DOLE;

7 (e) Assist caregivers with respect to complaints or grievances against
8 their employers; and

9 (f) Cooperate with government agencies in rescue operations
10 involving abused or exploited caregivers.

11 SEC. 22. *Implementing Rules and Regulations.* – Within sixty (60)
12 days from the effectivity of this Act, the Secretary of Labor and
13 Employment shall, in coordination with the Director General of the TESDA,
14 promulgate the necessary rules and regulations for the effective
15 implementation of this Act.

16 SEC. 23. *Separability Clause.* – If any provision or part of this Act is
17 declared invalid or unconstitutional, the remaining parts or provisions not
18 affected shall remain in full force and effect.

19 SEC. 24. *Repealing Clause.* – All laws, decrees, orders, rules and
20 regulations and other issuances or parts thereof which are inconsistent with the
21 provisions of this Act are hereby repealed or amended accordingly.

22 SEC. 25. *Effectivity.* – This Act shall take effect fifteen (15) days
23 after its publication in the *Official Gazette* or in any newspaper of
24 general circulation.

Approved,

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