



Republic of the Philippines
HOUSE OF REPRESENTATIVES
Quezon City, Metro Manila

EIGHTEENTH CONGRESS
First Regular Session

House Bill No. 850



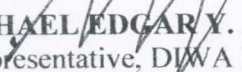
Introduced by **DIWA Party-list Representative Hon. Michael Edgar Y. Aglipay**

EXPLANATORY NOTE

The Philippines is known to be an excellent provider of overseas manpower in the field of caregiving. Caregiving is not a simple job as it requires a lot of skills in order to be a fully competent caregiver. TESDA offers courses that targets the development of the skills needed for caregivers, which teach trainees on the do's and how's of caregiving such as bed making, proper care and cleaning of the physically handicapped.

More and more Filipinos are shifting their career to caregiving on the hope of one day landing to a job overseas. However, while on gaining actual experience on care giving, Professional Filipino caregivers seek local employment and during these periods, their services are being exploited as there is no specific regulation for the protection of the rights of professional care givers. The ideal average rate for professional caregiver is about five hundred pesos (P500.00) for an 8 - hour duty but unfortunately, some of the professional care givers receive less compensation and even work for more than their supposed 8-hour duty and without overtime pay.

This is why it is imperative to approve this bill, based on the consolidated House Bill No. 6396 entitled "Caregivers Welfare Act" of the 17th Congress, which aims to promote and protect the practice of profession of every Filipino caregiver to ensure a decent employment and income, and provide policy to protect caregivers against abuse, harassment, violence and economic exploitation.


MICHAEL EDGAR Y. AGLIPAY
Representative, DIWA Party-list



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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:*

SECTION 1. *Short title.* – This act shall be known “Caregivers Welfare Act”

SECTION 2. *Declaration of Policy* – It is hereby declared the policy of the state to recognize the role of caregivers in national development and to institute policies in the practice of the profession with the end in view of developing competent caregivers whose standards of professional service shall be excellent and globally competitive.

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

SECTION 3. *Definition of terms.* – As used in this Act:

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

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

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

(d) *Private employment agency (PEA)* refers to any individual, legitimate partnership, association or organization accredited and licensed by the Department of Labor and

Employment (DOLE), corporation or entity licensed to engage in the recruiting the placement of caregivers for local employment.

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

- (a) Duties and responsibilities of the caregivers;
- (b) Period of employment;
- (c) Compensation;
- (d) Authorized deduction;
- (e) Hours of work and proportionate additional payment or overtime pay;
- (f) Rest day and allowance leaves;
- (g) Board, lodging and medical attention;
- (h) Termination of employment; and
- (i) Any other lawful condition agreed upon by both parties.

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

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

SECTION 5. *Pre-employment Requirements.* – Prior to the execution of the employment contract, the employer may require the following:

- (a) Caregiver's training certificate issued by the school or institution accredited by Technical Education and Skills Development Authority (TESDA);
- (b) Medical certificate or health certificate issued by a local government health officer; and
- (c) National Bureau of Investigation (NBI) or police clearance

SECTION 6. *Duties of the Caregivers.* – The caregiver may provide any of the following services:

- (a) Provide personal care support and assistance to clients with physical impairment or disabilities in private homes, nursing or geriatric care facilities, and other residential settings;
- (b) Help clients with their daily activities and mobility restrictions; Provide some basic health-related services, such as checking a client's pulse rate, temperature and respiration rate;

(c) Help clients with simple prescribed exercises, and assist in the administration of home medication as prescribed by the physician, provided that's assistance in the administration of intravenous medication shall be upon written consent of the physician;

(d) Advise clients and their families on cleanliness and household tasks;

(e) Accompany clients to appointments with doctors or on other errands;

(f) Assists in housekeeping tasks within a client's room;

(g) Prepare food for clients; and

(h) Other task directly related to the needs of the client

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

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

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

Caregivers are also entitled to a thirteen month pay as provided for by law.

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

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

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

SECTION 13. *Non-Diminution of Benefits.* – All existing arrangements between a caregiver and the employer shall be adjusted to conform to the minimum standards set by this

Act. Nothing in this Act shall be constructed to cause the diminution or substitution of any benefit or privilege currently enjoyed by the caregiver hired directly or through a PEA.

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

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

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

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

- (a) Verbal or emotional abuse by the employer, client or any member of the household;
- (b) Inhuman treatment including physical abuse by the employer, client or any member of the household;
- (c) Commission of a crime or offense against the caregiver by the employer, client or any member of the household;
- (d) Violation of the terms and condition of the employment contract by the employer; and
- (e) Other causes analogous to the foregoing;

SECTION 18. *Termination of Contract by the Employer.* – The employer may terminate the services of the caregiver at any time before the expiration of the contract for any of the following causes;

- (a) Misconduct or willful disobedience by the caregiver of the lawful order of the employer in connection with the former's work;
- (b) Gross or habitual neglect or insufficiency in the performance of duties;
- (c) Fraud or willful breach of the trust reposed by the employer;
- (d) Commission of crime or offense by the caregiver against the person or the employer, client or any immediate member of the employer's family;

- (e) Violation of the terms and conditions of the employment contract by the caregiver;
and
- (f) Other causes analogous to the foregoing.

SECTION 19. *Settlement of Disputes.* – All labor-related disputes shall be elevated to the DOLE Regional Office and/or National Labor Relation Commission (NLRC) having jurisdiction over the workplace without prejudice to filing of civil or criminal action in appropriate cases. The DOLE decision shall be rendered.

SECTION 20. *Protection of Caregiver Hired Through PEAs.* – The Secretary of labor and Employment shall, through a system of licensing and regulation, ensure the protection of the caregivers hired through PEAs.

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

The provision of the Labor Code of the Philippines on the qualification of a PEA with regards to nationality, net worth, owners and officers, office space, and other requirements, as well as non-transferability of license, and commission of prohibited practices shall apply,

SECTION 21. *Responsibility of PEAs.* – In addition, the PEAs shall have the following responsibilities:

- (a) Ensure that the caregivers are not charged or levied any recruitment or placement fees whatsoever;
- (b) Ensure that the employment contract between the caregiver and the employer stipulates the terms and conditions of employment and all the benefits prescribed by this Act;
- (c) Provide a pre-employment orientation briefing to the caregiver and the employer about their rights and responsibilities in accordance with this Act;
- (d) Keep copies of employment contracts pertaining to recruited caregivers which shall be made available during inspections or whenever required by the DOLE;
- (e) Assist caregivers with respect to complaints or grievance against their employers;
and
- (f) Cooperate with government agencies in rescue operations involving abused or exploited caregivers.

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

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

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

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

Approved,