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REPUBLIC OF THE PHILIPPINES)
First Regular Session)**

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SENATE
S.B. No. 450

INTRODUCED BY SENATOR ROBINHOOD PADILLA

**AN ACT
PROTECTING THE WELFARE OF WORKERS OR INDEPENDENT
CONTRACTORS IN THE FILM, TELEVISION, AND RADIO ENTERTAINMENT
INDUSTRY**

EXPLANATORY NOTE

The State affirms labor as a primary social economic force and guarantees to protect the rights of workers and promote their welfare. (Sec. 18, Art. II, 1987 Constitution). The unusual work dynamics of the movie and entertainment industry have raised a number of issues on the coverage, work conditions, talent fees, and working hours, which are all considered a national concern.

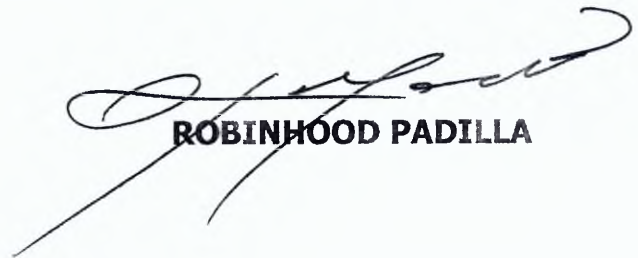
A study by the Department of Labor and Employment's Institute for Labor Studies (2016) reveals that the industry's peculiar working conditions include, among others, long working hours in shootings or on-location; disparities in salaries and wages; experiences of pressures, and stressful situations; heavy demand on flexibility and mobility; and, overnight and overtime works.

These work conditions pose risks to the safety, health, and even life of workers. Most recent of which was the unfortunate death of Mr. Eddie Garcia, a veteran and multi-awarded actor, who was met by an unfortunate accident on set due to supposed negligence on safety in the workplace. The death of other known personalities, Director Gilbert Perez in 2008 and Directors Wenn Deramas and Francis Xavier Pasion in 2016 were also attributed to poor working conditions in the industry.

The bill, called "Eddie Garcia Law" as a tribute to the veteran actor, is a response to the urgent call of the members of the television and movie industry for

the government to provide guidelines for safe and better working conditions for the protection of the workers' welfare in the industry.

In view of the foregoing, approval of this bill is highly and earnestly sought.



ROBINHOOD PADILLA

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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 "*Eddie Garcia*
2 *Law*".
3

4 **SEC. 2. *Declaration of Policy.*** – The State recognizes the economic, social,
5 and cultural contributions to nation-building of workers or independent contractors in
6 the film, television, and radio entertainment industry. Towards this end, the State
7 should continually review the working conditions to ensure that workers are provided
8 opportunities for gainful employment and decent income, and are protected from
9 abuse, harassment, hazardous working conditions, and economic exploitation.
10

11 **SEC. 3. *Coverage.*** – This Act applies to all workers or independent contractors
12 engaged in the film, television, and radio entertainment industry.
13

14 **SEC. 4. *Definition of Terms.*** – As used in this Act, the term:

15
16 a. *Employer* or *principal* refers to a person, group of persons, or an entity that
17 engages or hires the services of a worker or independent contractor in the
18 film, television, and radio entertainment industry.
19

20 b. *Film, television, and radio entertainment industry* refer to any market of
21 sound and visual components primarily produced, distributed, and exhibited
22 for commercial purposes in film, television, and radio, including any related
23 digital medium.
24

25 c. *Force majeure* refers to an unforeseeable or unavoidable event that

1 interrupts a film, television, or radio entertainment production and prevents
2 workers or independent contractors from fulfilling their obligations relative
3 to the production.
4

5 d. *Lock-in* refers to a condition or instruction where a film, television, and radio
6 entertainment production requires the workers or the independent
7 contractors to remain within workplace for twenty-four (24) hours or more
8 on a continuous basis.

9
10 e. *Out-of-town shoot* refers to a set, location, or distance to be determined
11 by the Tripartite Council under Section 17 of this Act.

12
13 f. *Worker or independent contractor or WIC* refers to any person engaged or
14 hired by the employer or principal to render services involving the
15 production, distribution, and exhibition of film, television, and radio
16 entertainment content.

17
18 g. *Workplace* refers to any location under the direct or indirect control of the
19 employer or principal where the film, television, and radio entertainment
20 content is produced and where workers or independent contractors need
21 to be present or to go to by reason of their work.
22

23 **SEC. 5. *Protection of Workers or Independent Contractors.*** – The WIC
24 shall be protected by their employers or principal in the workplace; hours of work;
25 wages and salaries; social security and welfare benefits; basic necessity, health and
26 safety; working conditions and standards; and insurance, as provided in this Act.
27

28 **SEC. 6. *Applicability of Civil Code and Labor Code.*** – A worker or
29 independent contractor shall be governed by the provisions of the Civil Code on
30 contracts and other applicable laws, but not lower than the standards provided under
31 Presidential Decree No. 442 or the Labor Code of the Philippines, as amended.
32

33 **SEC. 7. *Agreement or Employment Contract.*** – The worker or independent
34 contractor and the employer or principal shall execute an agreement or an employment
35 contract in a language or dialect understood by both parties before the commencement
36 of service.
37

38 **SEC. 8. *Content of the Employment Contract.*** – The employer or principal
39 shall provide the worker or independent contractor a copy of the duly signed contract
40 which shall include the following:
41

- 42 a. Job position and status;
- 43 b. Job description;
- 44 c. Period of employment;
- 45 d. Details of compensation and other worker's or independent contractor's
46 benefits including rate, method, and schedule of payment;
- 47 e. Authorized deductions, if any;
- 48 f. Hours of work and proportionate additional payment or overtime pay;

- 1 g. Board, lodging, and medical attention;
- 2 h. Code of conduct;
- 3 i. Worker's or independent contractor's grievance mechanism;
- 4 j. Employer's or principal's policies; and
- 5 k. Any other lawful condition agreed upon by both parties.

6
7 Lack of verification or acknowledgement from a notary public does not affect
8 the validity or enforceability of the agreement or employment contract.

9
10 **SEC. 9. *Non-Discrimination Against Workers or Independent***
11 ***Contractors.*** – No agreement or employment contract shall discriminate against a
12 WIC who has contracts or projects with other outfits unless exclusivity is specified in
13 the contract.

14
15 **SEC. 10. *Hours of Work.*** – The hours of work of the worker or independent
16 contractor shall be based on the terms and conditions set in the employment contract
17 and other stipulations thereto signed with the employer or principal subject to the
18 following terms and conditions which are deemed written in the agreement or
19 employment contract.

- 20
21 a. The normal work hours shall be eight (8) hours a day, which can be
22 extended to a maximum of twelve (12) hours, served intermittently or
23 continuously, exclusive of meal periods; permissible working hours in
24 excess of the normal work hours shall be determined by the Tripartite
25 Council, except for the following:

- 26
27 i. WIC aged sixty (60) and above who shall be allowed, under
28 exceptional circumstances as defined by the Tripartite Council, to
29 work beyond twelve (12) hours in any twenty-four (24)-hour period;
30 *Provided*, that said workers or independent contractors voluntarily
31 execute a waiver in the proper form prescribed by the Department
32 of Labor and Employment (DOLE); and
- 33
34 ii. Minors whose working hours shall be in accordance with the
35 pertinent provisions of Republic Act No. 9231, or the "*Special*
36 *Protection of Children Against Child Abuse, Exploitation and*
37 *Discrimination Act*".

38
39 In no case shall the total number of work hours be more than sixty
40 (60) hours in a week, with exceptions thereto to be determined by
41 the Tripartite Council.

- 42
43 b. Work hours include "waiting time" where the worker or independent
44 contractor is required to stay within the premises of the workplace and shall
45 be duly compensated. A worker or independent contractor working on a
46 scheduled shooting day shall be compensated based on work hours that shall
47 commence upon the entry into the workplace and until the departure from
48 work.

- 1 c. The time during which the worker or independent contractor is required to
2 work, including time spent on ocular work, pre-production, and post-
3 production activities are considered work hours and are compensable. If a
4 scheduled shoot is canceled less than twenty-four (24) hours immediately
5 preceding its approved schedule, all on-call workers or independent
6 contractors engaged for the day who are outside the premises of the set or
7 location shall likewise be compensated. Workers or independent contractors
8 may not be compensated in cases of cancellation due to *force majeure*;
9
- 10 d. Work rendered beyond eight (8) hours shall be compensable with overtime
11 pay and other benefits provided under existing laws, unless a more favorable
12 rate or fee is stipulated in the contract. Work in excess of eight (8) hours
13 performed on ordinary working days, the worker or the independent
14 contractor is entitled to twenty-five percent (25%) of the hourly rate or fee,
15 unless a more favorable rate is stipulated in the contract. Additional premium
16 pay shall be provided on overtime pay performed beyond 10:00 p.m. and
17 during non-working days such as rest days, special holidays, and regular
18 holidays unless a more favorable rate or fee is stipulated in the contract.
19
- 20 e. A night shift premium of not less than ten percent (10%) of WIC wage for
21 each hour of work performed between 10:00 p.m. and 6:00 a.m., unless a
22 more favorable rate or fee is stipulated in the contract.
23
- 24 f. Travel time to and from out-of-town projects in reference to the residence
25 of WIC shall be at the expense of the employer or principal. Travel time to
26 and from out-of-town or base projects shall be considered compensable
27 working time; *Provided*, that the WIC cannot gainfully utilize the travel time
28 for one's own personal purpose, need or benefit.
29
- 30 g. The WIC shall be entitled to travel surcharges or transport services to be
31 provided by the employer or principal, whichever is applicable;
32
- 33 h. The employer or principal shall provide a rest period of not less than twelve
34 (12) hours between the end of work on one day and the beginning of work
35 on the next day excluding travel time except for locked-in shoots where the
36 rest period shall be determined by the Tripartite Council; and
37
- 38 i. The employer or principal shall give notice to the worker or independent
39 contractor of any engagement related to the contracted service not less than
40 forty-eight (48) hours ahead of the schedule.
41

42 **SEC. 11. *Transportation Expenses.*** – Transportation expenses to and from
43 out-of-town projects in reference to the residence of WIC shall be at the expense of
44 the employer or principal.
45

46 **SEC. 12. *Wages.*** – The minimum wage of a worker or independent contractor
47 shall not be less than the applicable minimum wage in the region. Wages shall be paid

1 on time, as agreed upon in the contract, directly to the worker or independent
2 contractor. The employer or principal shall not make any deductions from the wages
3 unless otherwise required or allowed by law. The employer or principal shall at all
4 times provide the worker or independent contractor with a copy of the pay slip
5 containing the amount paid, and indicating all deductions made, if any.

6
7 **SEC. 13. Social Security and Welfare Benefits.** – The employee shall be
8 covered by the Social Security System (SSS), the Home Development Mutual Fund or
9 the Pag-IBIG Fund, and the Philippine Health Insurance Corporation (PhilHealth) upon
10 employment.

11
12 The payment of SSS, Pag-IBIG Fund, and PhilHealth monthly contributions shall
13 be jointly shared by the employee and the employer, when applicable, in accordance
14 with existing rules and regulations.

15
16 The employee shall also be entitled to retirement benefits as provided under
17 Republic Act No. 11199, otherwise known as the "*Social Security Act of 2018*", and
18 other existing laws.

19
20 Coverage with the insurance, retirement, and other benefits provided by the
21 SSS, Pag-IBIG Fund, and PhilHealth shall not preclude employers or principals from
22 providing social welfare benefits to the worker or independent contractor as may be
23 agreed upon in the Tripartite Council.

24
25 **SEC. 14. Basic Necessities.** – The employer or principal shall provide for the
26 basic necessities of the WIC as follows:

- 27
28 a. Adequate and nutritious meals, in due consideration to the WIC's health
29 and religion, shall be provided every six (6) hours from the start of work;
30
31 b. Sufficient supply of safe drinking water shall be kept readily accessible;
32
33 c. Clean, enclosed, person-with-disability (PWD)-friendly and gender-
34 considerate toilets with sanitary facilities shall be accessed easily, whether
35 on location or not. The number of comfort facilities for a given number of
36 workers or independent contractors shall be in conformity with the
37 requirements of the Department of Health;
38
39 d. Private dressing rooms, whether on location or not, shall have adequate
40 provisions for the proper safekeeping of the WIC's valuables. There shall
41 be separate dressing rooms for workers or independent contractors, child
42 workers, and for each gender;
43
44 e. Safe, clean, comfortable, and properly ventilated holding areas with
45 emergency exits;
46
47 f. Free accommodation that is safe and adequate shall be provided if services
48 are required to be rendered in an out-of-town location; and

1 g. Dedicated vehicles for emergency purposes shall be readily available in the
2 production.
3

4 **SEC. 15. Standard of Treatment.** – The employer or principal shall not
5 subject or allow the worker or independent contractor to be subjected to any kind of
6 abuse, physical violence or harassment, or any act that degrades the dignity of the
7 worker or independent contractor. The employer or principal shall set in place policies,
8 rules, and regulations to prevent sexual harassment in the workplace in conformity
9 with the provisions of Republic Act No. 7877 or the "*Anti-Sexual Harassment Act of*
10 *1995*", Republic Act No. 11313 or the "*Safe Spaces Act*", and Republic Act No. 11036
11 or the "*Mental Health Act*". Such policies, rules, and regulations shall include
12 procedures for the resolution of any conflict involving sexual harassment.
13

14 **SEC. 16. Health and Safety.** – The employer or principal shall strictly comply
15 with the occupational safety and health standards provided in Republic Act No. 11058,
16 entitled, "*An Act Strengthening Compliance with Occupational Safety and Health*
17 *Standards and Providing Penalties for Violations Thereof*", and Section 25 of Republic
18 Act No. 11036, entitled, "*An Act Establishing a National Mental Health Policy for the*
19 *Purpose of Enhancing the Delivery of Integrated Mental Health Services, Promoting*
20 *and Protecting the Rights of Persons Utilizing Psychiatric, Neurologic and Psychosocial*
21 *Health Services, Appropriating Funds Therefor, and for Other Purposes.*"
22

23 In addition, the occupational safety and health (OSH) officer of the employer
24 or principal shall conduct a risk assessment of the workplace or location of production
25 to identify and eliminate or control any potential hazard to the film, television, and
26 radio entertainment workers or independent contractors and shall use the appropriate
27 safety manual for the industry.
28

29 The DOLE shall initiate and oversee, in coordination with film, television, and
30 radio entertainment workers' or independent contractors' organizations and groups,
31 employers or principals, agencies, and field experts, the formulation, production, and
32 distribution of the said manual.
33

34 Notwithstanding, the provisions of the contract between the employer or
35 principal and a contractor or subcontractor, if any, the provisions of relevant
36 occupational safety and health legislation and regulations shall apply.
37

38 The employer or principal shall regularly submit the required occupational
39 safety and health reports, including timely notification of production location and
40 schedule to the DOLE regional office with jurisdiction over the area where the
41 workplace is located.
42

43 **SEC. 17. Employment of Minors.** – The employer or principal shall strictly
44 adhere to the provisions of Republic Act No. 7610 or the "*Special Protection of Children*
45 *Against Child Abuse, Exploitation and Discrimination Act*", and Republic Act No. 9231
46 or the "*Elimination of the Worst Forms of Child Labor and Affording Stronger*
47 *Protection for the Working Child Act*".

1 **SEC. 18. Insurance.** – All workers or independent contractors shall be
2 adequately insured by the employer or principal for work-related accidents or death
3 in every film, television, and radio entertainment production.
4

5 **SEC. 19. Right to Self-organization and Collective Bargaining.** –
6 Workers or independent contractors in the film, television, and radio entertainment
7 industry shall have the right to form, join, or assist in the formation of a labor
8 organization of their own choosing for purposes of collective bargaining, for mutual
9 aid benefit, and to engage in concerted activities which are not contrary to law.
10

11 **SEC. 20. Prohibition on Cabo System.** – Any person, group of persons, or
12 labor group acting as a labor contractor or engaging in the "Cabo" system, or
13 otherwise engaging in any activity prohibited by law, shall constitute grounds for
14 cancellation of union organization's registration.
15

16 **SEC. 21. Settlement of Disputes.** – All labor-related disputes shall be
17 elevated to the DOLE regional office with jurisdiction over the workplace.
18

19 **SEC. 22. Film, Television, and Radio Entertainment Industry Tripartite**
20 **Council.** – There shall be created Film, Television, and Radio Entertainment Industry
21 Tripartite Council to be established by the DOLE that shall serve as a link among
22 various stakeholders such as employers or principals, workers or independent
23 contractors, cinematographers, artists, directors, assistant directors, composers and
24 writers, production designers, animators, talent managers, videographers,
25 photographers, digital radio technology experts, television and radio entertainment,
26 radio drama casts, digital creators, make-up artists, professional speakers, stunt
27 persons, cameramen, background performers, and non-government organizations
28 concerned with labor issues. It shall also provide the film, television, and radio
29 entertainment industry with a platform for the employers or principals and workers or
30 independent contractors to represent their respective groups in the crafting of policy
31 decisions that will affect them and the industry as a whole, and serve as an avenue
32 to express their aspirations, present their programs or bridge gaps in cases of conflict
33 among them, subject to the accreditation of the DOLE.
34

35 **SEC. 23. Rights to Remuneration.** – The rights of a performer over
36 intellectual property, consisting of the performer's performance on all film, radio or
37 television production, shall at all times be protected and secured under this Act,
38 pursuant to the provisions of Republic Act 8293 or the Intellectual Property Code, as
39 amended. Contracts or engagement agreements may stipulate that the performer
40 transfers exclusive intellectual property rights in favor of the employer or principal:
41 *Provided*, that a performer shall enjoy the inalienable right to participate in the gross
42 proceeds of any subsequent use or broadcasting of such performance or intellectual
43 property to the extent of five percent (5%) as additional remuneration.
44

45 **SEC. 24. Information and Education Campaign.** – The Intellectual
46 Property Office of the Philippines, DOLE, and the Philippine Information Agency, and
47 other pertinent national government agencies shall implement and initiate the
48 information and education campaign on the protection of the intellectual property

1 rights of workers or independent contractors in the film, television, and radio
2 entertainment industry, as enshrined in Republic Act No. 8293 or the "*Intellectual*
3 *Property Code of the Philippines.*"
4

5 **SEC. 25. *Effect on Existing Company Policies and Contracts or***
6 ***Collective Bargaining Agreements (CBAS).*** – The minimum benefits provided in
7 this Act shall be without prejudice to any existing company policy, contract or CBA
8 providing better terms and conditions of employment.
9

10 **SEC. 26. *Implementing Rules and Regulations.*** – Within ninety (90) days
11 from the effectivity of this Act, the Secretary of the DOLE, in consultation with
12 stakeholders, concerned government agencies, and non-government organizations
13 shall promulgate the necessary rules and regulations for the effective implementation
14 of this Act.
15

16 **SEC. 27. *Separability Clause.*** – If any provision or part of this Act is declared
17 invalid or unconstitutional, the remaining parts or provisions not affected shall remain
18 in full force and effect.
19

20 **SEC. 28. *Repealing Clause.*** – All laws, decrees, executive orders, issuances,
21 rules, and regulations or parts thereof inconsistent with the provisions of this Act are
22 hereby repealed or modified accordingly.
23

24 **SEC. 29. *Effectivity.*** – This Act shall take effect fifteen (15) days after its
25 publication in the *Official Gazette* or in a newspaper of general circulation.

Approved,