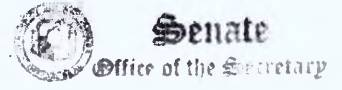



NINETEENTH CONGRESS OF THE )  
REPUBLIC OF THE PHILIPPINES )  
*First Regular Session* )



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**SENATE**  
**S. No. 2019**

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Prepared by the Committee on Labor, Employment and Human Resources Development with Senators Legarda, Angara, Tolentino, Revilla, Jr., and Estrada as authors thereof.

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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:*

1 Section 1. *Short Title.* – This Act shall be known as the "*Caregivers' Welfare*  
2 *Act*".

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

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

10 Sec. 3. *Definition of Terms.* – For purposes of this Act, the following terms shall  
11 mean:

12 a. *Caregiver* refers to a person who renders caregiving services as stipulated  
13 under Section 7 of this Act and certified by an accredited institution that is  
14 recognized by the government, to wit:

- 1           i.     any licensed health care professionals registered in Technical
- 2                     Education and Skills Development Authority (TESDA) as
- 3                     caregivers;
- 4           ii.    any person duly assessed and certified by the TESDA upon
- 5                     compliance with any of the following:
- 6                     1. graduate of a caregiving qualification who achieved the
- 7                         required competencies;
- 8                     2. graduate of allied health care courses of an educational and/or
- 9                         accredited training institution; and,
- 10                    3. practitioner or any person with prior learning and/or
- 11                         experience who has undergone competency or portfolio
- 12                         assessment.
- 13        b. *Client* refers to a newborn, infant, toddlers, preschoolers, school children,
- 14                     adolescent, adult, elderly, and people with special needs;
- 15        c. *Employer* refers to any person who engages the services of a caregiver and
- 16                     is a party to the employment contract; and,
- 17        d. *Private Employment Agency (PEA)* refers to any individual, legitimate
- 18                     partnership, corporation or entity licensed by the Department of Labor and
- 19                     Employment (DOLE) to engage in the recruitment and placement of
- 20                     caregivers for local employment.

21        Sec. 4. *Coverage.* – This Act shall apply to caregivers employed in private

22 homes, nursing or care facilities, and other residential settings.

23        Sec. 5. *Employment Contract.* – An employment contract shall be executed by

24 and between the caregiver and the employer before the commencement of the service

25 in a language or dialect understood by both parties. A copy of the duly signed and

26 notarized employment contract shall be given to the caregiver which shall include the

27 following:

- 28        a. Duties and responsibilities of the caregiver;
- 29        b. Period of employment;
- 30        c. Work arrangement;
- 31        d. Compensation;
- 32        e. Authorized deductions;

- 1 f. Hours of work and proportionate additional payment or overtime pay;
- 2 g. Rest days and allowable leaves;
- 3 h. Board, lodging, and medical attention;
- 4 i. Other benefits as stipulated in this Act;
- 5 j. Termination of employment; and,
- 6 k. Any other lawful condition agreed upon by both parties.

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

10 In cases where the employment of the caregiver is recruited and placed through  
11 a PEA, a copy of all employment contracts of the caregivers shall be kept by the PEA  
12 and shall be made available for verification and inspection by the DOLE.

13 *Sec. 6. Pre-employment Requirements.* – Prior to the execution of the  
14 employment contract, the employer may require the following:

- 15 a. National Certificate issued by TESDA;
- 16 b. Caregivers training certificate issued by the TESDA or its accredited school  
17 or training institution, if applicable;
- 18 c. Medical certificate or health certificate issued by competent authorities;
- 19 d. National Bureau of Investigation (NBI) clearance or police clearance; and,
- 20 e. Barangay clearance.

21 Caregivers who are first time job seekers may obtain a copy of medical  
22 certificate or health certificate, and/or NBI or police clearance, free of charge, from  
23 any concerned government offices pursuant to Republic Act No. 11261 or the First  
24 Time Jobseekers Assistance Act.

25 *Sec. 7. Duties of the Caregivers.* – The caregiver may provide personal care,  
26 support and assistance to clients in private homes, nursing or care facilities, and other  
27 residential settings including but not limited to the following services:

- 28 a. Help clients with their daily activities and mobility restrictions;
- 29 b. Provide some basic health-related services, such as checking the client's  
30 vital signs including pulse rate, temperature, respiration rate, blood  
31 pressure and oxygen saturation;

- 1 c. Assist clients with simple and safe exercises taught by a duly licensed
- 2 rehabilitation science specialist;
- 3 d. Assist in the administration of home medications as prescribed by the
- 4 physician;
- 5 e. Advise clients and their families on cleanliness and household tasks;
- 6 f. Accompany clients to appointments with doctors or on other errands;
- 7 g. Assist in housekeeping tasks within the client's room;
- 8 h. Prepare food for clients; and,
- 9 i. Other tasks directly related to the needs of the clients.

10 Sec. 8. *Hours of Work.* – The caregiver's working hours shall be based on the  
11 employment contract signed by the parties and in accordance with the labor laws,  
12 rules and regulations. For work beyond eight (8) hours a day, a caregiver shall be  
13 entitled to overtime pay.

14 Sec. 9. *Minimum Wage.* – The minimum wage of a caregiver shall not be less  
15 than the applicable minimum wage in the region.

16 Sec. 10. *Payment of Wages.* – Wages shall be paid on time directly to the  
17 caregiver to whom they are due once every two (2) weeks or twice a month at the  
18 intervals not exceeding sixteen (16) days. The employer, unless allowed by the  
19 caregiver through a written consent, shall make no deductions from the wages other  
20 than what is mandated by law. No employer shall pay the wages of the caregiver by  
21 means of promissory notes, vouchers, coupons, tokens, tickets, chits, or any object  
22 other than the cash wage as provided for under the law.

23 Sec. 11. *Thirteenth Month Pay.* – A caregiver who has rendered at least one  
24 (1) month of service is entitled to a thirteenth month pay which shall not be less than  
25 one-twelfth (1/12) of his/her total basic salary earned in a calendar year.

26 The thirteenth month pay shall be paid not later than December 24 of every  
27 year or upon separation from employment.

28 Sec. 12. *Pay Slip.* – The employer shall at all times provide the caregiver with  
29 a copy of the pay slip containing the amount paid in cash every pay day, and indicating  
30 all deductions made, if any. A copy of the pay slip shall be kept by the employer for a  
31 period of three (3) years.



1           Sec. 13. *Leave Benefits.* – A caregiver who has rendered at least one (1) year  
2 of service shall be entitled to an annual service incentive leave of at least five (5) days  
3 with pay.

4           Sec. 14. *Other Benefits.* – A caregiver shall be covered by the Social Security  
5 System (SSS), the Philippine Health Insurance Corporation (PhilHealth), and the Home  
6 Development Mutual Fund (HDMF) or Pag-IBIG, and shall be entitled to all the benefits  
7 in accordance with the pertinent provisions provided by law. The effective date of  
8 coverage shall be on the first day of employment.

9           Sec. 15. *Non-Diminution of Pay and Benefits.* – All existing arrangements  
10 between a caregiver and the employer shall be adjusted to conform to the minimum  
11 standards set by this Act. Nothing in this Act shall be construed to cause the diminution  
12 or substitution of any pay and benefits currently enjoyed by the caregiver hired directly  
13 by the employer or through a PEA.

14           Sec. 16. *Basic Necessities.* – The employer shall provide for the basic necessities  
15 of the caregiver, such as, but not limited to the following:

16           (a) At least three (3) adequate meals a day, taking into consideration the  
17 caregiver's religious beliefs and cultural practices, and humane sleeping  
18 condition that respects the person's privacy for caregivers in live-in, stay-in  
19 work arrangement; and,

20           (b) Appropriate rest and medical assistance in the form of first-aid medicines, in  
21 case of illness and injuries sustained during service without loss of benefits.

22           Sec. 17. *Privileged Information.* – All information and communication pertaining  
23 to the client, employer, or members of the household shall be treated as privileged  
24 and confidential, and shall not be publicly disclosed by the caregiver at any time during  
25 and after employment without the consent of the said client, employer, or members  
26 of the household, except in a civil case for damages or criminal case for an offense  
27 committed against the caregiver.

28           Sec. 18. *Termination of Service.* – Neither the caregiver nor the employer may  
29 terminate the contract before the expiration of the term except for grounds provided  
30 for in Sections 19 and 20 of this Act.

31           If the caregiver is unjustly dismissed, the caregiver shall be paid the  
32 compensation already earned plus the equivalent of fifteen (15) days work by way of

1 indemnity. The caregiver and the employer may mutually agree upon written notice  
2 to pre-terminate the contract of employment to end the employment relationship.

3       *Sec. 19. Termination of Contract by the Caregiver.* – A caregiver may terminate  
4 the employment relationship at any time before the expiration of the contract for any  
5 of the following reasons:

- 6       a. Verbal or emotional abuse by the employer, client, or any member of the  
7       household;
- 8       b. Inhumane treatment including physical abuse against the caregiver by the  
9       employer, client, or any member of the household;
- 10      c. Commission of a crime or offense against the caregiver by the employer,  
11      client, or any member of the household;
- 12      d. Violation of the terms and conditions of the employment contract by the  
13      employer;
- 14      e. The infliction of any disease prejudicial to the health of the caregiver by the  
15      client, the employer, or any member of the household; and,
- 16      f. Other causes analogous to the foregoing.

17       *Sec. 20. Termination of Contract by the Employer.* – The employer may, upon  
18 compliance with the due process requirement, terminate the services of the caregiver  
19 at any time before the expiration of the contract for any of the following causes:

- 20      a. Misconduct or willful disobedience by the caregiver of the lawful order of  
21      the employer in connection with the former's work;
- 22      b. Gross or habitual neglect or insufficiency in the performance of duties;
- 23      c. Fraud or willful breach of the trust reposed by the employer;
- 24      d. Commission of crime or offense by the caregiver against the person of the  
25      employer, client, or any immediate member of the employer's family;
- 26      e. Violation of the terms and conditions of the employment contract by the  
27      caregiver;
- 28      f. The infliction by the caregiver of any disease prejudicial to the health of the  
29      client, the employer, or any member of the household; and,
- 30      g. Other causes analogous to the foregoing.

31       *Sec. 21. Settlement of Disputes.* – All labor-related disputes shall be filed at the  
32 Regional Office or the appropriate agency, bureau, or office of DOLE having

1 jurisdiction over the workplace without prejudice to the filing of civil or criminal action  
2 in appropriate cases. The said Regional Office, agency, bureau, or office shall exhaust  
3 all conciliation and mediation efforts before a decision shall be rendered.

4 Ordinary crimes or offenses committed under the Revised Penal Code (RPC)  
5 and other special penal laws by either party shall be filed with the regular courts.

6 If efforts at conciliation and mediation fail, and there is no agreement to submit  
7 the case for voluntary arbitration, the dispute shall be filed before the Labor Arbiter  
8 of the National Labor Relations Commission (NLRC) for compulsory arbitration,  
9 pursuant to the Labor Code of the Philippines, as amended.

10 *Sec. 22. Protection of Caregivers Hired through PEAs.* – The DOLE Secretary  
11 shall, through a system of licensing and regulation, ensure the protection of the  
12 caregivers hired through PEAs.

13 The provisions of the Labor Code of the Philippines on the qualifications of PEAs  
14 with regard to nationality, net worth, owners and officers, office space and other  
15 requirements, as well as non-transferability of license and commission of prohibited  
16 practices shall apply.

17 *Sec. 23. Responsibilities of the PEAs.* – In addition, the PEAs shall have the  
18 following responsibilities:

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

1           Sec. 24. *Registry of Certified Caregivers.* – TESDA shall maintain a registry of  
2 certified caregivers that shall be made available to the public pursuant to applicable  
3 laws, rules and regulations.

4           Sec. 25. *Penalties.* – Any person, school, training institution or assessment  
5 center who shall issue or use a fake certificate, clearance or any other document for  
6 purposes of fulfilling the requirements under this Act or shall in any other manner  
7 commit any act to defeat any provision of this Act shall, upon conviction, be punished  
8 with the penalty for falsification of official document provided under the RPC and/or  
9 other applicable laws.

10           If the offender is a school, training institution, assessment center or a juridical  
11 person, the penalty shall be imposed upon the president, treasurer or secretary or any  
12 officer responsible for the violation. In addition to the penalty provided herein, to the  
13 extent applicable, the offender shall suffer the revocation of license and/or certificate  
14 to operate or certificate of accreditation.

15           Sec. 26. *Implementing Rules and Regulations.* – Within one hundred and  
16 twenty (120) days from the effectivity of this Act, the DOLE Secretary shall, in  
17 coordination with the TESDA Director General and other concerned agencies,  
18 promulgate the necessary rules and regulations for the effective implementation of  
19 this Act.

20           Sec. 27. *Separability Clause.* – If any provision, section, or part of this Act is  
21 declared unconstitutional or invalid, such judgement shall not affect, invalidate, or  
22 impair any other provisions, sections, or parts hereof.

23           Sec. 28. *Repealing Clause.* – All laws, decrees, orders, issuances, circulars, rules  
24 and regulations or parts thereof, which are inconsistent with the provisions of this Act  
25 are hereby repealed or modified accordingly.

26           Sec. 29. *Effectivity.* – This Act shall take effect fifteen (15) days after its  
27 publication in the *Official Gazette* or in at least two (2) newspapers of general  
28 circulation.

*Approved,*