



HOUSE OF REPRESENTATIVES

H. No. 1270

BY REPRESENTATIVES VILLAFUERTE (L.R.), VILLAFUERTE (M.L.), HORIBATA, ENCISO, ROMERO, ATAYDE, MASTURA, ONGCHUAN, DELOS SANTOS, CAJAYON-UY, HERNANDEZ, TAN (K.M.), TY, YAP (C.), ARBISON, BROSAS, CASTRO (F.), DE VENEZIA, DUTERTE, LAGMAN, ACOP, BOSITA, CARI, GARDIOLA, GO (M.), LUISTRO, OLASO, ORDANES, ROBES, ROMAN, ROMULO, SANTOS, SORIANO, TARRIELA, TULFO (J.), VARGAS, TAMBUNTING, VILLANUEVA (E.), MERCADO-REVILLA, SALCEDA, VILLARICA AND DALIPE

AN ACT INSTITUTING POLICIES FOR THE PROTECTION AND PROMOTION OF THE WELFARE OF WORKERS OR INDEPENDENT CONTRACTORS IN THE FILM, TELEVISION, AND RADIO ENTERTAINMENT INDUSTRY

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 Act”.

2

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

9

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

12

13 **SEC. 4. *Definition of Terms.*** – As used in this Act:

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

1 (b) *Film, television, and radio entertainment industry* refers to any market of sound
2 and visual components primarily produced, distributed, and exhibited for commercial
3 purposes in film, television, and radio, including any related digital medium.

4 c) *Force majeure* refers to an unforeseeable or unavoidable event that interrupts
5 a film, television, or radio entertainment production and prevents workers or
6 independent contractors from fulfilling their obligations relative to the production.

7 (d) *Lock-in* refers to a condition where a film, television, and radio entertainment
8 production requires the workers or the independent contractors to stay within a set or
9 location site for twenty-four (24) hours or more on a continuous basis.

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

12 (f) *Worker or independent contractor* refers to any person engaged or hired by the
13 employer or principal to render services involving the production, distribution, and
14 exhibition of film, television, and radio entertainment content. A worker or independent
15 contractor shall be governed by the provisions of the Civil Code on contracts and other
16 applicable laws, but not lower than the standards provided under Presidential Decree
17 No. 442, or the Labor Code of the Philippines, as amended.

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 content is
20 produced and where workers or independent contractors need to be present or to go
21 to by reason of their work.

22
23 **SEC. 5. Agreement or Employment Contract.** – The worker or independent
24 contractor and the employer or principal shall execute an agreement or an
25 employment contract in a language or dialect understood by both parties before the
26 commencement of service. The employer or principal shall provide the worker or
27 independent contractor a copy of the duly signed contract which shall include the
28 following:

29
30 (a) Job position and status;

31 (b) Job description;

32 (c) Period of employment;

33 (d) Details of compensation and other worker's or independent contractor's
34 benefits including rate, method and schedule of payment;

- 1 (e) Authorized deductions, if any;
- 2 (f) Hours of work and proportionate additional payment or overtime pay;
- 3 (g) Board, lodging, and medical attention;
- 4 (h) Code of conduct;
- 5 (i) Worker's or independent contractor's grievance mechanism;
- 6 (j) Employer's or principal's policies; and
- 7 (k) Any other lawful condition agreed upon by both parties.

8
9 No agreement or employment contract shall discriminate against a worker or
10 independent contractor who has contracts or projects with other outfits, unless
11 exclusivity is specified in the contract.

12
13 **SEC. 6. Hours of Work.** – The hours of work of the worker or independent contractor
14 shall be based on the terms and conditions set in the employment contract and other
15 stipulations thereto signed with the employer or principal the contents of which shall
16 be in accordance with the following:

17
18 (a) The normal work hours shall be eight (8) hours a day, which can be extended
19 to a maximum of twelve (12) hours, served intermittently or continuously,
20 exclusive of meal periods; permissible working hours in excess of the normal
21 work hours shall be determined by the Tripartite Council, except for the
22 following:

23
24 (1) Workers or independent contractors aged sixty (60) and above who shall be
25 allowed, under exceptional circumstances as defined by the Tripartite
26 Council, to work beyond twelve (12) hours in any twenty-four (24)-hour
27 period: *Provided*, That said workers or independent contractors voluntarily
28 execute a waiver in the proper form prescribed by the Department of Labor
29 and Employment (DOLE); and

30
31 (2) Minors whose working hours shall be in accordance with the pertinent
32 provisions of Republic Act No. 9231, or the "Special Protection of Children
33 Against Child Abuse, Exploitation and Discrimination Act".

1 In no case shall the total number of work hours be more than sixty (60) hours
2 in a week, with exceptions thereto to be determined by the Tripartite Council;

3
4 (b) Work hours include "waiting time" where the worker or independent contractor
5 is required to stay within the premises of the workplace and shall be duly
6 compensated. A worker or independent contractor working on a scheduled
7 shooting day shall be compensated based on work hours that shall commence
8 upon one's entry into the workplace and until one's departure from work.
9 Likewise, all time during which the worker or independent contractor is required
10 to work, including time spent on ocular work, pre-production and post-
11 production activities are considered work hours and are compensable. If a
12 scheduled shoot is cancelled less than twenty-four (24) hours immediately
13 preceding its approved schedule, all on-call workers or independent contractors
14 engaged for the day who are outside the premises of the set or location shall
15 likewise be compensated. Workers or independent contractors may not be
16 compensated in cases of cancellation due to force majeure;

17
18 (c) Work rendered beyond eight (8) hours shall be compensable with overtime pay
19 and other benefits provided under existing laws, unless a more favorable rate
20 or fee is stipulated in the contract. For work in excess of eight (8) hours
21 performed on ordinary working days, the worker or the independent contractor
22 is entitled to twenty-five percent (25%) of the hourly rate or fee, unless a more
23 favorable rate is stipulated in the contract. Additional premium pay shall be
24 provided on overtime pay performed beyond 10:00 p.m. and during non-
25 working days such as rest days, special holidays, and regular holidays, unless
26 a more favorable rate or fee is stipulated in the contract. Every worker or
27 independent contractor shall likewise be paid a night shift premium of not less
28 than ten percent (10%) of one's regular wage for each hour of work performed
29 between 10:00 p.m. and 6:00 a.m., unless a more favorable rate or fee is
30 stipulated in the contract;

31
32 (d) Travel time to and from out-of-town projects shall be compensable. Likewise,
33 travel time to and from out-of-town or base projects shall be considered
34 compensable working time, especially if the worker or independent contractor

1 has no choice but to travel as part of one's work and as required by one's
2 employer or principal: *Provided*, That during the worker's or independent
3 contractor's travel time, the worker or independent contractor cannot gainfully
4 utilize the travel time for one's own personal purpose, need or benefit.

5
6 When a worker or independent contractor travels with the equipment coming
7 from the work station to the project site and vice-versa, travel time is
8 compensable;

9
10 (e) The workers or independent contractors shall be entitled to travel surcharges
11 or transport services to be provided by the employer or principal, whichever is
12 applicable;

13
14 (f) The employer or principal shall provide a rest period of not less than twelve (12)
15 hours between the end of work on one day and the beginning of work on the
16 next day excluding travel time except for locked-in shoots where the rest period
17 shall be determined by the Tripartite Council; and

18
19 (g) The employer or principal shall give notice to the worker or independent
20 contractor of any engagement related to the contracted service not less than
21 forty-eight (48) hours ahead of the schedule.

22
23 **SEC. 7. Wages.** – The minimum wage of a worker or independent contractor shall not
24 be less than the applicable minimum wage in the region. Wages shall be paid on time,
25 as agreed upon in the contract, directly to the worker or independent contractor. The
26 employer or principal shall not make any deductions from the wages unless otherwise
27 required or allowed by law. The employer or principal shall at all times provide the
28 worker or independent contractor with a copy of the pay slip containing the amount
29 paid, and indicating all deductions made, if any.

30
31 **SEC. 8. Social Security and Welfare Benefits.** – The employee shall be covered by
32 the Social Security System (SSS), the Home Development Mutual Fund or the Pag-
33 IBIG Fund, and the Philippine Health Insurance Corporation (PhilHealth) upon
34 employment. The payment of SSS, Pag-IBIG Fund, and PhilHealth monthly

1 contributions shall be jointly shared by the employee and the employer, when
2 applicable, in accordance with existing rules and regulations. The employee shall also
3 be entitled to retirement benefits as provided under Republic Act No. 11199, otherwise
4 known as the "Social Security Act of 2018", and other existing laws. Coverage with the
5 insurance, retirement and other benefits provided by the SSS, Pag-IBIG Fund, and
6 PhilHealth shall not preclude employers or principals from providing social welfare
7 benefits to the worker or independent contractor as may be agreed upon in the
8 Tripartite Council.

9
10 **SEC. 9. Basic Necessities.** – The employer or principal shall provide for the basic
11 necessities of the worker or independent contractor as follows:

12
13 (a) Adequate and nutritious meals shall be provided every six (6) hours from start of
14 work;

15
16 (b) Sufficient supply of safe drinking water shall be kept readily accessible to the
17 workers or independent contractors at all times;

18
19 (c) Clean, enclosed, person-with-disability (PWD)-friendly and gender-considerate
20 toilets with sanitary facilities shall be accessed easily, whether on location or not. The
21 number of comfort facilities for a given number of workers or independent contractors
22 shall be in conformity with the requirements of the Department of Health;

23
24 (d) Private dressing rooms, whether on location or not, shall have adequate provisions
25 for proper safekeeping of the workers' or independent contractors' valuables. There
26 shall be separate dressing rooms for workers or independent contractors, child
27 workers, and for each gender;

28
29 (e) Safe, clean, comfortable and properly ventilated holding areas with emergency exits
30 shall be available for the workers or independent contractors during location activities;

31
32 (f) Free accommodation that is safe and adequate shall be provided if services are
33 required to be rendered in an out-of-town location; and

34
35 (g) Dedicated vehicle for emergency purposes shall be readily available in the
36 production set.

37
38 **SEC. 10. Standard of Treatment.** – The employer or principal shall not subject or
39 allow the worker or independent contractor to be subjected to any kind of abuse,

1 physical violence or harassment or any act that degrades the dignity of the worker or
2 independent contractor. The employer or principal shall set in place policies, rules and
3 regulations to prevent sexual harassment in the workplace in conformity with the
4 provisions of Republic Act No. 7877 or the "Anti-Sexual Harassment Act of 1995",
5 Republic Act No. 11313 or the "Safe Spaces Act", and Republic Act No. 11036 or the
6 "Mental Health Act". Such policies, rules and regulations shall include procedures for
7 the resolution of any conflict involving sexual harassment.

8
9 **SEC. 11. Health and Safety.** – The employer or principal shall strictly comply with the
10 occupational safety and health standards provided in Republic Act No. 11058, entitled,
11 "An Act Strengthening Compliance with Occupational Safety and Health Standards
12 and Providing Penalties for Violations Thereof", and Section 25 of Republic Act No.
13 11036, entitled, "An Act Establishing a National Mental Health Policy for the Purpose
14 of Enhancing the Delivery of Integrated Mental Health Services, Promoting and
15 Protecting the Rights of Persons Utilizing Psychiatric, Neurologic and Psychosocial
16 Health Services, Appropriating Funds Therefor, and for Other Purposes".

17
18 In addition, the occupational safety and health (OSH) officer of the employer or
19 principal shall conduct a risk assessment of the workplace or location of production to
20 identify and eliminate or control any potential hazard to the film, television, and radio
21 entertainment workers or independent contractors and shall use the appropriate safety
22 manual for the industry.

23
24 The DOLE shall initiate and oversee, in coordination with film, television, and radio
25 entertainment workers' or independent contractors' organizations and groups,
26 employers or principals, agencies, and field experts, the formulation, production, and
27 distribution of the said manual.

28
29 Notwithstanding, the provisions of the contract between the employer or principal and
30 a contractor or subcontractor, if any, the provisions of relevant occupational safety and
31 health legislation and regulations shall apply.

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

4 **SEC. 12. *Employment of Minors.*** – The employer or principal shall strictly adhere to
5 the provisions of Republic Act No. 7610 or the “Special Protection of Children Against
6 Child Abuse, Exploitation and Discrimination Act”, and Republic Act No. 9231 or the
7 Elimination of the Worst Forms of Child Labor and Affording Stronger Protection for
8 the Working Child Act.

9
10 **SEC. 13. *Insurance.*** – All workers or independent contractors shall be adequately
11 insured by the employer or principal for work-related accidents or death in every film,
12 television, and radio entertainment production.

13
14 **SEC. 14. *Right to Self-organization and Collective Bargaining.*** – Workers or
15 independent contractors in the film, television, and radio entertainment industry shall
16 have the right to form, join, or assist in the formation of a labor organization of their
17 own choosing for purposes of collective bargaining, for mutual aid benefit, and to
18 engage in concerted activities which are not contrary to law.

19
20 **SEC. 15. *Prohibition on Cabo System.*** – Any person, group of persons, or labor
21 group acting as a labor contractor or engaging in the “Cabo” system, or otherwise
22 engaging in any activity prohibited by law, shall constitute grounds for cancellation of
23 union organization’s registration.

24
25 **SEC. 16. *Settlement of Disputes.*** – All labor-related disputes shall be elevated to the
26 DOLE regional office with jurisdiction over the workplace.

27
28 **SEC. 17. *Film, Television, and Radio Entertainment Industry Tripartite Council.*** –
29 The DOLE shall initiate the creation of the Film, Television, and Radio Entertainment
30 Industry Tripartite Council that shall serve as a link among various stakeholders such
31 as employers or principals, workers or independent contractors, cinematographers,
32 artists, directors, assistant directors, composers and writers, production designers,
33 animators, talent managers, videographers, photographers, digital radio technology

1 experts, television and radio entertainment, radio drama casts, digital creators, make-
2 up artists, professional speakers, stunt persons, camera men, background performers,
3 and nongovernment organizations concerned with labor issues. It shall also provide
4 the film, television, and radio entertainment industry with a platform for the employers
5 or principals and workers or independent contractors to represent their respective
6 groups in the crafting of policy decisions that will affect them and the industry as a
7 whole, and serve as an avenue to express their aspirations, present their programs or
8 bridge gaps in cases of conflict among them, subject to the accreditation of the DOLE.

9
10 **SEC. 18. *Rights to Remuneration.*** – The rights of a performer over intellectual
11 property, consisting of the performer’s performance on all film, radio or television
12 production, shall at all times be protected and secured under this Act, pursuant to the
13 provisions of Republic Act No. 8293 or the Intellectual Property Code, as amended.
14 Contracts or engagement agreements may stipulate that the performer transfers
15 exclusive intellectual property rights in favor of the employer or principal: *Provided,*
16 That a performer shall enjoy the inalienable right to participate in the gross proceeds
17 of any subsequent use or broadcasting of such performance or intellectual property to
18 the extent of five percent (5%) as additional remuneration.

19
20 **SEC. 19. *Information and Education Campaign.*** – The Intellectual Property Office
21 of the Philippines, DOLE, and the Philippine Information Agency, and other pertinent
22 national government agencies shall implement and initiate the information and
23 education campaign on the protection of the intellectual property rights of workers or
24 independent contractors in the film, television, and radio entertainment industry, as
25 enshrined in Republic Act No. 8293 or the “Intellectual Property Code of the
26 Philippines”.

27
28 **SEC. 20. *Effect on Existing Company Policies and Contracts or Collective***
29 ***Bargaining Agreements (CBAS).*** – The minimum benefits provided in this Act shall
30 be without prejudice to any existing company policy, contract or CBA providing better
31 terms and conditions of employment.

32
33 **SEC. 21. *Implementing Rules and Regulations.*** – Within ninety (90) days from the
34 effectivity of this Act, the Secretary of the DOLE, in consultation with stakeholders,

1 concerned government agencies, and nongovernment organizations shall
2 promulgate the necessary rules and regulations for the effective implementation of this
3 Act.

4 **SEC. 22. Separability Clause.** – If any provision or part of this Act is declared invalid
5 or unconstitutional, the remaining parts or provisions not affected shall remain in full
6 force and effect.

7
8 **SEC. 23. Repealing Clause.** – All laws, decrees, executive orders, issuances, rules
9 and regulations or parts thereof inconsistent with the provisions of this Act are hereby
10 repealed or modified accordingly.

11
12 **SEC. 24. Effectivity.** – This Act shall take effect fifteen (15) days after its publication in
13 the *Official Gazette* or in a newspaper of general circulation.

Approved,