



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

**EIGHTEENTH CONGRESS**  
Second Regular Session

**House Bill No. 135 \***

*(In consolidation with House Bills Numbered 850, 2519 and 5201)*

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Introduced by Representatives Geraldine B. Roman, Michael Edgar Y. Aglipay, Jericho Jonas B. Nograles, Florencio G. Noel, Jose Antonio "Kuya" R. Sy-Alvarado, Estrellita B. Suansing, Joy Myra S. Tambunting, Manuel Jose "Mannix" M. Dalipe, Amihilda J. Sangcopan, Henry R. Villarica, John Marvin "Yul Servo" C. Nieto, Deogracias Victor "DV" B. Savellano, Enrico A. Pineda and Josephine Veronique R. Lacson-Noel

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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 the House of Representatives of the Philippines in Congress assembled:*

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

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

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

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

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

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

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

7 d) *Private employment agency (PEA)* refers to any individual, legitimate  
8 partnership, association or organization, corporation or entity accredited and licensed by  
9 the Department of Labor and Employment (DOLE) to engage in the recruitment and placement  
10 of caregivers for local employment.

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

15 a) Duties and responsibilities of the caregiver;

16 b) Period of employment;

17 c) Compensation;

18 d) Authorized deductions;

19 e) Hours of work and proportionate additional payment or overtime pay;

20 f) Rest days and allowable leaves;

21 g) Board, lodging and medical attention;

22 h) Termination of employment; and

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

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

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

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

9 a) Caregivers training certificate issued by the school or institution  
10 accredited by the Technical Education and Skills Development Authority (TESDA);

11 b) Medical certificate or health certificate issued by a local government  
12 health officer; and

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

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

16 a) Provide personal care support and assistance to clients with physical  
17 impairment or disabilities in private homes, nursing or geriatric care facilities, and other  
18 residential settings;

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

20 c) Provide some basic health-related services, such as checking the client's  
21 pulse rate, temperature and respiration rate;

22 d) Help clients with simple prescribed exercises, and assist them with home  
23 medications as prescribed by the physician, provided that assistance in the

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1 administration of intravenous medications shall be upon written consent of the  
2 physician;

3 e) Advise clients and their families on cleanliness and household tasks;

4 f) Accompany clients to appointments with doctors or on other errands;

5 g) Assist in housekeeping tasks within the clients' room;

6 h) Prepare food for clients; and

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

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

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

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

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

22 **SEC. 10. Pay Slip.** – The employer shall at all times provide the caregiver with a  
23 copy of the pay slip containing the amount paid in cash every pay day, and indicating all

1 deductions made, if any. A copy of the pay slip shall be kept by the employer for a period  
2 of three (3) years.

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

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

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

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

21 **SEC. 15. *Privileged Information.*** – All information and communication pertaining  
22 to the patient or employer or members of the household shall be treated as privileged

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1 and confidential, and shall not be publicly disclosed by the caregiver during and after  
2 employment.

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

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

- 13 a) Verbal or emotional abuse by the employer, client or any member of the  
14 household;
- 15 b) Inhuman treatment including physical abuse by the employer, client or  
16 any member of the household;
- 17 c) Commission of a crime or offense against the caregiver by the employer,  
18 client or any member of the household;
- 19 d) Violation of the terms and conditions of the employment contract by the  
20 employer; and
- 21 e) Other causes analogous to the foregoing.

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

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

6           b)     Gross or habitual neglect or insufficiency in the performance of duties;

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

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

10          e)     Violation of the terms and conditions of the employment contract by the  
11 caregiver; and

12          f)     Other causes analogous to the foregoing.

13           **SEC. 19. *Settlement of Disputes.*** – All labor-related disputes shall be elevated to  
14 the DOLE Regional Office or the National Labor Relations Commission having jurisdiction  
15 over the workplace without prejudice to the filing of civil or criminal action in appropriate  
16 cases. The DOLE Regional Office shall exhaust all conciliation and mediation efforts before a  
17 decision shall be rendered.

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

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

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

3           The provisions of the Labor Code of the Philippines on the qualifications of the  
4 PEAs with regards to nationality, net worth, owners and officers, office space, and other  
5 requirements, as well as non-transferability of license, and commission of prohibited  
6 practices shall apply.

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

9           a)     Ensure that the caregivers are not charged or levied any recruitment or  
10 placement fees whatsoever;

11           b)     Ensure that the employment contract between the caregiver and the  
12 employer stipulates the terms and conditions of employment and all the benefits  
13 prescribed by this Act;

14           c)     Provide a pre-employment orientation briefing to the caregiver and the  
15 employer about their rights and responsibilities in accordance with this Act;

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

18           e)     Assist caregivers with respect to complaints or grievances against their  
19 employers; and

20           f)     Cooperate with government agencies in rescue operations involving  
21 abused or exploited caregivers.

22           **SEC. 22. Implementing Rules and Regulations.** – Within sixty (60) days from the  
23 effectivity of this Act, the Secretary of Labor and Employment shall, in coordination with



1 the Director General of the TESDA, promulgate the necessary rules and regulations for  
2 the effective implementation of this Act.

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

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

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

Approved,

