

HOUSE OF } REPRESENTATIVES

H. No. 6144

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BY REPRESENTATIVES ANGARA, DEL MAR, PONCE-ENRILE, COLMENARES, RODRIGUEZ (R.), RODRIGUEZ (M.), CARI, PALMONES, ARROYO (D.), MACAPAGAL-ARROYO (G.), TEODORO, CO, AGLIPAY, ACOP, EJERCITO, TIANGCO, MENDOZA (R.), ONG, BAGASINA, MERCADO-REVILLA, SINGSON (R.L.), MAGSAYSAY (E.), SYJUCO, GULLAS, YAP (S.), CABALUNA, CALIMBAS-VILLAROSA, BATOCABE, GARBIN, GARCIA (A.), OCAMPO, ACHARON, FERNANDEZ, GARAY, COSALAN, ROBES, DE JESUS, COLLANTES, JALOSIOS (R.), JALOSIOS (S.), MACAPAGAL ARROYO (J.), LOPEZ (C.J.), ARAGO, ZAMORA-APSAY, BELLO, CALIXTO-RUBIANO, BAG-AO, BRIONES, MARCOLETA, SAKALURAN, PICHAY AND VILLAR, PER COMMITTEE REPORT NO. 2160

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AN ACT INSTITUTING REGULATORY POLICIES FOR DOMESTIC WORK THEREBY ESTABLISHING STANDARDS OF PROTECTION TO PROMOTE THE WELFARE OF DOMESTIC WORKERS

*Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:*

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ARTICLE I

GENERAL PROVISIONS

SECTION 1. *Short Title.* – This Act shall be known as the “Domestic Workers Act”.

1           SEC. 2. *Declaration of Policies.* – It is hereby declared that:

2           (a) The State strongly affirms labor as a primary social force and is  
3 committed to respect, promote, protect and realize the fundamental principles  
4 and rights at work including, but not limited to, abolition of child labor,  
5 elimination of all forms of forced labor, discrimination in employment and  
6 occupation, and trafficking in persons, especially women and children;

7           (b) The State adheres to internationally accepted working conditions  
8 for workers in general, and establishes labor standards for domestic workers in  
9 particular, towards decent employment and income, enhanced coverage of  
10 social protection, respect for human rights and strengthened social dialogue;

11           (c) The State recognizes the need to protect the rights of domestic  
12 workers against abuse, harassment, violence, economic exploitation and  
13 performance of work that is hazardous to their physical and mental health; and

14           (d) The State, in protecting working women and recognizing their  
15 special needs to ensure safe and healthful working conditions, promotes  
16 gender-sensitive measures in the formulation and implementation of policies  
17 and programs affecting the local domestic work industry.

18           SEC. 3. *Coverage.* – This Act applies to all domestic workers  
19 employed and working within the country.

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

21           (a) *Debt bondage* refers to the rendering of service by the domestic  
22 worker as security or payment for a debt where the length and nature of  
23 service is not clearly defined or when the value of the service is not reasonably  
24 applied in the payment of the debt.

25           (b) *Domestic work* refers to work performed in or for a household or  
26 households.

27           (c) *Domestic worker* or *kasambahay* refers to any person engaged in  
28 domestic work within an employment relationship such as, but not limited to,  
29 the following: general househelp, nursemaid or “yaya”, cook, gardener,

1 or laundry person, but shall exclude any person who performs domestic work  
2 only occasionally or sporadically and not on an occupational basis.

3 The term does not apply to those who are related to the employer by  
4 affinity or consanguinity, living with the family or who have guardianship  
5 arrangement with the employer, and are provided access to education and  
6 given allowance.

7 (d) *Employer* refers to any person who engages and controls the  
8 services of a domestic worker and is party to the employment contract.

9 (e) *Household* refers to the immediate members of the family or the  
10 occupants of the house that are directly provided services by the domestic  
11 worker.

12 (f) *Private employment agency* refers to any individual, legitimate  
13 partnership, corporation or entity engaged in the recruitment and placement of  
14 domestic workers for local employment.

15 (g) *Deployment expenses* refers to expenses that are directly used for  
16 the transfer of the domestic worker from place of origin to the place of work  
17 covering the cost of transportation. Advances or loans by the domestic worker  
18 are not included in the definition of deployment expenses.

## 19 ARTICLE II

### 20 RIGHTS AND PRIVILEGES

21 SEC. 5. *Standard of Treatment.* – The employer or any member of the  
22 household shall not subject a domestic worker or “kasambahay” to any kind of  
23 abuse nor inflict any form of physical violence or harassment or any act  
24 tending to degrade the dignity of a domestic worker.

25 SEC. 6. *Board, Lodging and Medical Attendance.* – The employer  
26 shall provide for the basic necessities of the domestic worker to include at  
27 least three (3) adequate meals a day and humane sleeping arrangements that  
28 ensure privacy and safety.

1           The employer shall provide appropriate rest and assistance to the  
2 domestic worker in case of illnesses and injuries sustained during service  
3 without loss of benefits.

4           At no instance shall the employer withdraw or hold in abeyance the  
5 provision of these basic necessities as punishment or disciplinary action to the  
6 domestic worker.

7           SEC. 7. *Guarantee of Privacy.* – Respect for the privacy of the  
8 domestic worker shall be guaranteed at all times and shall extend to all forms  
9 of communication and personal effects. This guarantee equally recognizes  
10 that the domestic worker is obliged to render satisfactory service at all times.

11           SEC. 8. *Access to Outside Communication.* – The employer shall  
12 grant the domestic worker access to outside communication during free time:  
13 *Provided,* That in case of emergency, access to communication shall be  
14 granted even during work time. Should the domestic worker make use of the  
15 employer's telephone facility, the costs shall be borne by the domestic worker,  
16 unless such charges are waived by the employer.

17           SEC. 9. *Right to Education and Training.* – The employer may allow  
18 the domestic worker access to basic education and alternative learning systems  
19 and, as far as practicable, higher education or technical and vocational  
20 training. The employer shall adjust the work schedule of the domestic worker  
21 to allow such access to education or training without hampering the  
22 performance of the domestic worker to the satisfaction of the employer.

23           SEC. 10. *Prohibition Against Privileged Information.* – All  
24 communication and information pertaining to the employer shall be treated as  
25 privileged and confidential, and shall not be publicly disclosed by the domestic  
26 worker during and after employment. Such privileged information is  
27 inadmissible in evidence except when the suit between the employer and the  
28 domestic worker involves a crime against persons, against personal liberty and  
29 security, and chastity.

## ARTICLE III

## PRE-EMPLOYMENT

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3           SEC. 11. *Employment Contract.* – An employment contract shall be  
4 executed by and between the domestic worker and the employer before the  
5 commencement of the service in a language or dialect understood by both the  
6 domestic worker and the employer. The domestic worker shall be provided a  
7 copy of the duly signed employment contract which must include the  
8 following:

- 9           (a) Duties and responsibilities of the domestic worker;  
10           (b) Period of employment;  
11           (c) Compensation;  
12           (d) Authorized deductions;  
13           (e) Hours of work and overtime;  
14           (f) Rest days and allowable leaves;  
15           (g) Board, lodging and medical attention;  
16           (h) Agreements on deployment expenses, if any;  
17           (i) Loan agreement;  
18           (j) Termination of employment; and  
19           (k) Any other lawful condition agreed upon by both parties.

20           The Department of Labor and Employment (DOLE) shall develop a  
21 model employment contract for domestic workers which shall, at all times, be  
22 made available free of charge to domestic workers, employers, representative  
23 organizations and the general public. The DOLE shall widely disseminate  
24 information to domestic workers and employers on the use of such model  
25 employment contract.

26           The private employment agency shall keep a copy of all employment  
27 contracts of domestic workers and shall be made available for verification and  
28 inspection by the DOLE.

1           SEC. 12. *Pre-Employment Requirement.* – Prior to the execution of  
2 the employment contract, the employer may require the following from the  
3 domestic worker:

4           (a) Medical certificate or a health certificate issued by a local  
5 government health officer;

6           (b) Barangay and police clearance;

7           (c) National Bureau of Investigation (NBI) clearance; and

8           (d) Duly authenticated birth certificate or if not available, any other  
9 document showing the age of the domestic worker such as voter's  
10 identification card, baptismal record or passport.

11           The cost of the foregoing shall be borne by the prospective employer or  
12 agency, as the case may be.

13           SEC. 13. *Recruitment and Finder's Fees.* – Regardless of whether the  
14 domestic worker was hired through a private employment agency or a third  
15 party, no share in the recruitment or finder's fees shall be charged against the  
16 domestic worker by the said private employment agency or third party.

17           SEC. 14. *Deposits for Loss or Damage.* – It shall be unlawful for the  
18 employer or any other person to require a domestic worker to make deposits  
19 from which deductions shall be made for the reimbursement of loss or damage  
20 to tools, materials, furniture and equipment in the household.

21           SEC. 15. *Prohibition on Debt Bondage.* – It shall be unlawful for the  
22 employer or any person acting on behalf of the employer to place the domestic  
23 worker under debt bondage.

24           SEC. 16. *Employment Age of Domestic Workers.* – It shall be  
25 unlawful to employ any person below fifteen (15) years of age as a domestic  
26 worker. Minors employed as domestic workers shall be entitled to education,  
27 minimum wage, and all benefits prescribed in this Act.

28           SEC. 17. *Employer's Reportorial Duties.* – The employers shall  
29 register all domestic workers under their employment in the Registry of

1 Domestic Workers in the barangay where the employer's address is located.  
2 The DILG shall, in coordination with the DOLE, formulate a registration  
3 system for this purpose.

4 SEC. 18. *Skills Training, Assessment and Certification.* – To ensure  
5 productivity and assure quality services, the DOLE, through the Technical  
6 Education and Skills Development Authority (TESDA), shall facilitate access  
7 of domestic workers to efficient training, assessment and certification based on  
8 a duly promulgated training regulation.

#### 9 ARTICLE IV

##### 10 EMPLOYMENT – TERMS AND CONDITIONS

11 SEC. 19. *Health and Safety.* – The employer shall safeguard the safety  
12 and health of the domestic worker in accordance with laws, rules and  
13 regulations, with due consideration of the peculiar nature of domestic work.

14 SEC. 20. *Daily Rest Period.* – The domestic worker shall be entitled  
15 to an aggregate daily rest period of eight (8) hours per day.

16 SEC. 21. *Weekly Rest Period.* – The domestic worker shall be entitled  
17 to at least twenty-four (24) consecutive hours of rest in a week. The employer  
18 and the domestic worker shall agree in writing on the schedule of the weekly  
19 rest day of the domestic worker: *Provided*, That the employer shall respect the  
20 preference of the domestic worker as to their weekly rest day when such  
21 preference is based on religious grounds. Nothing in this provision shall  
22 deprive the domestic worker and the employer from agreeing to the following:

23 (a) Offsetting a day of absence with a particular rest day;

24 (b) Waiving a particular rest day in return for an equivalent daily rate  
25 of pay;

26 (c) Accumulating rest days not exceeding five (5) days; or

27 (d) Other similar arrangements.

28 SEC. 22. *Assignment to Non-household Work.* – No domestic worker  
29 shall be assigned to work in a commercial, industrial or agricultural enterprise

1 at a wage rate lower than that provided for agricultural or nonagricultural  
2 workers.

3 SEC. 23. *Extent of Duty.* – The domestic worker and the employer  
4 may mutually agree for the former to temporarily perform a task that is outside  
5 the latter’s household for the benefit of another household. However, any  
6 liability that will be incurred by the domestic worker on account of such  
7 arrangement shall be borne by the original employer. In addition, such work  
8 performed outside the household shall entitle the domestic worker to an  
9 additional payment of not less than the existing minimum wage rate of a  
10 domestic worker. It shall be unlawful for the original employer to charge any  
11 amount from the said household where the service of the domestic worker was  
12 temporarily performed.

13 SEC. 24. *Minimum Wage.* – The Regional Tripartite Wages and  
14 Productivity Boards (RTWPBs) shall, within ninety (90) days from the  
15 effectivity of this Act, convene for the purpose of determining the appropriate  
16 minimum wages of domestic workers.

17 SEC. 25. *Payment of Wages.* – Wages shall be paid monthly in cash  
18 directly to the domestic worker and not by means of promissory notes,  
19 vouchers, coupons, tokens, tickets, chits or any object. Except as otherwise  
20 allowed by law, it shall be unlawful for the employer, directly or indirectly, to  
21 deduct any amount from the wage of the domestic worker.

22 SEC. 26. *Pay Slip.* – The employer shall at all times provide the  
23 domestic worker with a copy of his or her pay slip containing the amount paid  
24 in cash every pay day, and indicating all deductions made, if any.

25 SEC. 27. *Prohibition on Interference in the Disposal of Wages.*  
26 – It shall be unlawful for the employer to interfere with the freedom of any  
27 domestic worker to dispose of the latter’s wages. The employer shall not  
28 force, compel or oblige the domestic worker to purchase merchandise,  
29 commodities or other properties from the employer or from any other person,



1 or otherwise make use of any store or services of such employer or any other  
2 person.

3 SEC. 28. *Prohibition Against Withholding of Wages.* – It shall be  
4 unlawful for an employer, directly or indirectly, to withhold the wages of the  
5 domestic worker. If the domestic worker leaves without any justifiable reason,  
6 any unpaid salary for a period not exceeding fifteen (15) days shall be  
7 forfeited. Likewise, the employer shall not induce the domestic worker to give  
8 up any part of the wages by force, stealth, intimidation, threat or by any other  
9 means whatsoever.

10 SEC. 29. *Leave and Other Benefits.* – A domestic worker who has  
11 rendered at least one (1) year of service shall be entitled to an annual service  
12 incentive leave of five (5) days with pay: *Provided,* That any unused portion  
13 of said annual leave shall not be cumulative or carried over to the succeeding  
14 years. Unused leaves shall not be convertible to cash.

15 The domestic worker shall be entitled to all other benefits under  
16 existing laws.

17 SEC. 30. *Rescue and Rehabilitation of Abused Domestic Workers.*  
18 – Any abused or exploited domestic worker shall be immediately rescued by a  
19 municipal or city social welfare officer or a social welfare officer from the  
20 DSWD in coordination with the concerned barangay officials. The DSWD  
21 and the DILG shall develop a standard operating procedure for the rescue and  
22 rehabilitation of abused domestic workers, and in coordination with the  
23 DOLE, for possible subsequent job placement.

## ARTICLE V

### POST EMPLOYMENT

24 SEC. 31. *Termination of Service.* – Neither the domestic worker  
25 nor the employer may terminate the contract before the expiration of the term  
26 except for grounds provided for in Sections 32 and 33 of this Act. If the  
27 domestic worker is unjustly dismissed, the domestic worker shall be paid the

1 compensation already earned plus the equivalent of fifteen (15) days work by  
2 way of indemnity. If the domestic worker leaves without justifiable reason,  
3 any unpaid salary due not exceeding the equivalent fifteen (15) days work  
4 shall be forfeited. In addition, the employer may recover from the domestic  
5 worker costs incurred related to the deployment expenses, if any: *Provided*,  
6 That the service has been terminated within six (6) months from the domestic  
7 worker's employment.

8 If the duration of the domestic service is not determined either in  
9 stipulation or by the nature of the service, the employer or the domestic worker  
10 may give notice to end the working relationship five (5) days before the  
11 intended termination of the service.

12 The domestic worker and the employer may mutually agree upon  
13 written notice to pre-terminate the contract of employment to end the  
14 employment relationship.

15 *SEC. 32. Termination Initiated by the Domestic Worker.* – The  
16 domestic worker may terminate the employment relationship at any time  
17 before the expiration of the contract for any of the following causes:

18 (a) Verbal or emotional abuse of the domestic worker by the  
19 employer or any member of the household;

20 (b) Inhuman treatment including physical abuse of the domestic  
21 worker by the employer or any member of the household;

22 (c) Commission of a crime or offense against the domestic worker  
23 by the employer or any member of the household;

24 (d) Violation by the employer of the terms and conditions of the  
25 employment contract and other standards set forth under this law;

26 (e) Communicable disease; and

27 (f) Other causes analogous to the foregoing.

28 *SEC. 33. Termination Initiated by the Employer.* – An employer  
29 may terminate the services of the domestic worker at any time before the

1 expiration of the contract for any of the following causes:

2 (a) Serious misconduct or willful disobedience by the domestic  
3 worker of the lawful order of the employer in connection with the former's  
4 work;

5 (b) Gross or habitual neglect or inefficiency by the domestic worker  
6 in the performance of duties;

7 (c) Fraud or willful breach of the trust reposed by the employer on the  
8 domestic worker;

9 (d) Commission of a crime or offense by the domestic worker  
10 against the person of the employer or any immediate member of the  
11 employer's family;

12 (e) Violation by the domestic worker of the terms and conditions of  
13 the employment contract and other standards set forth under this law;

14 (f) Communicable disease; and

15 (g) Other causes analogous to the foregoing.

16 SEC. 34. *Employment Certification.* – Upon the severance of the  
17 employment relationship, the employer shall issue the domestic worker within  
18 five (5) days from request a certificate of employment indicating the nature,  
19 duration of the service and work performance.

## 20 ARTICLE VI

### 21 PRIVATE EMPLOYMENT AGENCIES

22 SEC. 35. *Regulation of Private Employment Agencies (PEAs).*

23 – The DOLE shall, through a system of licensing and regulation, ensure the  
24 protection of domestic workers hired through the PEAs.

25 The provision of Presidential Decree No. 442, as amended, otherwise  
26 known as the “Labor Code of the Philippines”, on qualifications of the PEAs  
27 with regard to nationality, networth, owners and officers, office space and  
28 other requirements, as well as nontransferability of license and commission of  
29 prohibited practices, shall apply.

1 In addition, PEAs shall have the following responsibilities:

2 (a) Ensure that domestic workers are not charged or levied any  
3 recruitment or placement fees;

4 (b) Ensure that the employment agreement between the domestic  
5 worker and the employer stipulates the terms and conditions of employment  
6 and all the benefits prescribed by this Act;

7 (c) Provide a pre-employment orientation briefing to the domestic  
8 worker and the employer about their rights and responsibilities in accordance  
9 with this Act;

10 (d) Keep copies of employment contracts and agreements pertaining  
11 to recruited domestic workers which shall be made available during  
12 inspections or whenever required by the DOLE or local government officials;

13 (e) Assist domestic workers with respect to complaints or grievances  
14 against their employers; and

15 (f) Cooperate with government agencies in rescue operations  
16 involving abused or exploited domestic workers.

## 17 ARTICLE VII

### 18 SPECIAL PROVISION

19 SEC. 36. *Information Program.* – The DOLE shall, in coordination  
20 with the DILG, develop and implement a continuous information  
21 dissemination program on the provisions of this Act, both at the national and  
22 local level, immediately after the enactment of this law.

## 23 ARTICLE VIII

### 24 PENAL AND MISCELLANEOUS PROVISIONS

25 SEC. 37. *Penalty.* – Any violation of the provisions of this Act  
26 declared unlawful shall be punishable with a fine of not less than Ten thousand  
27 pesos (P10,000.00) but not more than Forty thousand pesos (P40,000.00)  
28 without prejudice to the filing of appropriate civil or criminal action by the  
29 aggrieved party.

1           SEC. 38. *Transitory Provision; Non-Diminution of Benefits.* – All  
2 existing arrangements between a domestic worker and the employer shall be  
3 adjusted to conform to the minimum standards set by this Act within a period  
4 of sixty (60) days after the effectivity of this Act: *Provided,* That adjustments  
5 pertaining to wages shall take effect immediately after the determination and  
6 issuance of the appropriate wage order by the RTWPBs, but shall not be more  
7 than ninety (90) days from the effectivity of this Act.

8           SEC. 39. *Implementing Rules and Regulations.* – Within ninety (90)  
9 days from the effectivity of this Act, the Secretary of Labor and Employment,  
10 the Secretary of Social Welfare and Development, the Secretary of the Interior  
11 and Local Government, and the Director-General of the Philippine National  
12 Police (PNP), in coordination with other concerned government agencies and  
13 accredited NGOs assisting domestic workers, shall promulgate the necessary  
14 rules and regulations for the effective implementation of this Act.

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## ARTICLE IX

## FINAL PROVISIONS

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3           SEC. 40. *Separability Clause.* – If any provision or part of this Act  
4 is declared invalid or unconstitutional, the remaining parts or provisions not  
5 affected shall remain in full force and effect.

6           SEC. 41. *Repealing Clause.* – Articles 141 to 152 of Presidential  
7 Decree No. 442, as amended, as well as Articles 1689 to 1699 of the Civil  
8 Code, are hereby expressly repealed. All laws, decrees, executive orders,  
9 issuances, rules and regulations or parts thereof inconsistent with the  
10 provisions of this Act are hereby repealed or modified accordingly.

11           SEC. 42. *Effectivity Clause.* – This Act shall take effect fifteen (15)  
12 days after its complete publication in the *Official Gazette* or in at least two (2)  
13 national newspapers of general circulation.

Approved,

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