

DATE:

11.4 MAY 2013

**IMPLEMENTING RULES AND REGULATIONS
OF REPUBLIC ACT NO. 10361, OTHERWISE KNOWN AS THE
"DOMESTIC WORKERS ACT" OR "BATAS KASAMBAHAY"**

Pursuant to Republic Act No. 10361 entitled "An Act Instituting Policies for the Protection and Welfare of Domestic Workers", the following implementing rules and regulations (IRR) are hereby issued:

**RULE I
GENERAL PROVISIONS**

SECTION 1. Declaration of Policies. – It is hereby declared that:

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

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

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

(d) The State, in protecting the *Kasambahay* and recognizing their special needs to ensure safe and healthful working conditions, promotes gender-sensitive measures in the formulation and implementation of policies and programs affecting the local domestic work;

(e) The State recognizes the special relations of mutual trust and respect between the employer and the *Kasambahay*. It shall ensure that this fiduciary relationship is strengthened and protected; and

(f) The State affirms the right of the *Kasambahay* to form, join, or assist associations or organizations of their own choosing for their mutual benefit and protection and for purposes of collective negotiation and social dialogue.

SECTION 2. Coverage. – This IRR shall apply to all parties to an employment contract for the services of the following *Kasambahay*, whether on a live-in or live-out arrangement, such as but not limited to:

- (a) General househelp;
- (b) *Yaya*;
- (c) Cook;

- (d) Gardener;
- (e) Laundry person; or
- (f) Any person who regularly performs domestic work in one household on an occupational basis.

The following are not covered:

- (a) Service providers;
- (b) Family drivers;
- (c) Children under foster family arrangement; and
- (d) Any other person who performs work occasionally or sporadically and not on an occupational basis.

SECTION 3. *Definition of Terms.* – As used herein, the following terms shall mean:

(a) ***“Children under foster family arrangement”*** refers to children who are living with a family or household of relative/s and are provided access to education and given an allowance incidental to education, i.e., *“baon”*, transportation, school projects, and school activities; provided, that the foster family and foster care arrangements are in compliance with the procedures and requirements as prescribed by Republic Act No. 10165 or Foster Care Act of 2012.

(b) ***“Debt bondage”*** refers to the rendering of service by the *Kasambahay* as security or payment for a debt where the length and nature of service is not clearly defined or when the value of the service is not reasonably applied in the payment of the debt.

(c) ***“Deployment expenses”*** refers to expenses that are directly used for the transfer of the *Kasambahay* from place of origin to the place of work covering the cost of transportation, meals, communication expense, and other incidental expenses. Advances or loans by the *Kasambahay* are not included in the definition of deployment expenses.

(d) ***“Domestic work”*** refers to work performed in or for a household.

(e) ***“Domestic worker” or “Kasambahay”*** refers to any person engaged in domestic work within an employment relationship, whether on a live-in or live-out arrangement, such as, but not limited to, general househelp, *“yaya”*, cook, gardener, or laundry person, but shall exclude service providers, family drivers, children who are under foster family arrangement, or any person who performs domestic work only occasionally or sporadically and not on an occupational basis.

(f) ***“Employer”*** refers to any person who engages and controls the services of a *Kasambahay* and is party to the employment contract.

(g) ***“Household”*** refers to the immediate members of the family or the occupants of the house who are directly and regularly provided services by the *Kasambahay*.

(h) ***“Live-out arrangement”*** refers to an arrangement whereby the *Kasambahay* works within the employer’s household but does not reside therein.

(i) **"Private Employment Agency (PEA)"** refers to any individual, partnership, corporation or entity licensed by the Department of Labor and Employment (DOLE) to engage in the recruitment and placement of *Kasambahay* for local employment.

(j) **"Recruitment and finder's fees"** refers to charges or any amount collected by the licensed PEA from the *Kasambahay* for his/her recruitment and placement.

(k) **"Working children"** refers to *Kasambahay* who are fifteen (15) years old and above but below eighteen (18) years old.

(l) **"Service provider"** refers to any person or entity that carries an independent business and undertakes to perform job, work or service on his/her own for a household, according to his/her own manner and method, and free from the control and direction of the employer in all matters in connection with the performance of the work except as to the results thereof.

RULE II HIRING OF KASAMBAHAY

SECTION 1. Mode of Hiring. – A *Kasambahay* can be hired by the employer directly or indirectly through a licensed PEA.

SECTION 2. Cost of Hiring. – The employer shall shoulder the cost of hiring of a *Kasambahay*, whether he/she is hired through a licensed PEA.

In no case shall the recruitment or finder's fees be charged against the *Kasambahay*.

SECTION 3. Deployment Expenses. – The employer, whether the *Kasambahay* is hired directly or through a PEA, shall pay the expenses directly used for his/her transfer from place of origin to the place of work.

The employer may recover deployment costs from the *Kasambahay* whenever he/she leaves without justifiable reason within six (6) months from employment.

SECTION 4. Pre-Employment Requirements. – Prior to employment, the employer may require the following from the *Kasambahay*:

- (a) Medical certificate or a health certificate issued by a local government health officer;
- (b) Barangay and police clearance;
- (c) National Bureau of Investigation (NBI) clearance; and
- (d) Duly authenticated birth certificate or if not available, any other document showing the age of the *Kasambahay* such as voter's identification card, baptismal record or passport.

The foregoing shall be the standard requirements when the employment of the *Kasambahay* is facilitated through a PEA.

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

Section 5. *Employment Contract.* – Before the commencement of the service, a written employment contract *between the Kasambahay* and the employer shall be accomplished in three (3) copies. The contract shall be in a language or dialect understood by both the *Kasambahay* and the employer, and shall include the following:

- (a) Duties and responsibilities of the *Kasambahay*, including the responsibility to render satisfactory service at all times;
- (b) Period of employment;
- (c) Compensation;
- (d) Authorized deductions;
- (e) Hours of work and proportionate additional payment;
- (f) Rest days and allowable leaves;
- (g) Board, lodging and medical attention;
- (h) Agreements on deployment expenses, if any;
- (i) Loan agreement, if any;
- (j) Termination of employment; and
- (k) Any other lawful condition agreed upon by both parties.

If the *Kasambahay* is below 18 years old, the employment contract shall be signed by his/her parent or lawful guardian on his/her behalf.

Upon the request of either party, the *Punong Barangay* or his/her designated officer shall read and explain the contents of the contract to both parties and shall serve as its witness.

SECTION 6. *Standard Employment Contract.* – The employment contract shall conform to the Department of Labor and Employment (DOLE) Standard Employment Contract (*Kontrata sa Paglilingkod sa Tahanan*) or *Form BK-1*, which forms part of this IRR. *Form BK-1* is downloadable and its copies shall be made available to the public for free through the local government units, specifically through the *barangay* and the Public Employment Service Offices (PESOs).

SECTION 7. *Distribution of Copies of Employment Contract.* – The employer shall have the obligation to furnish a copy of the employment contract to the *Kasambahay* and to the Office of the *Punong Barangay* in the *barangay* where the employer resides.

SECTION 8. *Renewal of Contract.* – Should the parties mutually agree to continue their employment relationship upon expiration of the contract, they shall execute a new contract to be registered with the concerned *barangay* pursuant to Rule IX of this IRR.

However, if the parties fail to execute a new contract, the terms and conditions of the original contract and other improvements granted during the effectivity of said contract are deemed renewed.

RULE III RECRUITMENT AND DEPLOYMENT OF *KASAMBAHAY*

SECTION 1. *Regulation of Private Employment Agencies (PEAs)*. – The DOLE shall maintain a system of licensing and regulation of private employment agencies to ensure the protection of the employer and the *Kasambahay* recruited and hired through the employment agencies.

The system shall provide the qualifications of the PEAs with regard to nationality, owners and officers, office space, capitalization and other requirements, as well as non-transferability of license and prohibited practices.

SECTION 2. *Requirement of License, Authority to Recruit and Authority to Establish Branch*. – The PEA shall secure a license, and if necessary, Authority to Recruit and Authority to Establish Branch from DOLE prior to any recruitment and deployment activities, as provided in Rules II, III and IV of the Rules and Regulations Governing Private Recruitment and Placement Agencies for Local Employment.

The PEA shall also register with the *barangay* where they recruit, by presenting a copy of its valid license and authority to recruit issued by DOLE Regional Office/s.

SECTION 3. *Responsibilities of PEAs*. – In facilitating the employment of *Kasambahay*, the PEAs shall undertake the following responsibilities:

- (a) Ensure that the *Kasambahay* is qualified as required by the employer;
- (b) Secure the best terms and conditions of employment for the *Kasambahay*;
- (c) Ensure that the employment agreement between the *Kasambahay* and the employer stipulates the terms and conditions of employment and all the benefits in accordance with this IRR;
- (d) Provide a pre-employment orientation briefing to the *Kasambahay* and the employer about their rights and responsibilities in accordance with this IRR;
- (e) Ensure that the *Kasambahay* is not charged or required to pay any recruitment or placement fees;
- (f) Keep copies of employment contracts and agreements pertaining to recruited *Kasambahay* which shall be made available during inspections or whenever required by the DOLE or local government officials;
- (g) Assist the *Kasambahay* in filing his/her complaints or grievances against the employers;
- (h) Cooperate with government agencies in rescue operations involving abused or exploited *Kasambahay*; and

- (i) Assume joint and solidary liability with the employer for payment of wages, wage-related and other benefits, including monthly contribution for SSS, PhilHealth, and Pag-IBIG membership.

SECTION 4. *Replacement of Kasambahay by PEAs.* – Within one (1) month from the day the *Kasambahay* reported for work, the employer shall be entitled to a qualified replacement at no additional cost if any of the following grounds occurred:

- (a) The *Kasambahay* is found to be suffering from an incurable or contagious disease, or mental illness as certified by a competent or government physician;
- (b) The *Kasambahay* abandons the job without justifiable cause, voluntarily resigns, commits theft or any other analogous acts prejudicial to the employer or his/her family; or
- (c) The *Kasambahay* is physically or mentally incapable of discharging the minimum requirements of the job, as specified in the employment contract.

The employer shall be entitled to a refund of seventy-five percent (75%) of the fees paid to the PEA, if the latter failed to provide a qualified replacement after a lapse of one (1) month from receipt of the request for replacement.

RULE IV RIGHTS OF THE KASAMBAHAY

SECTION 1. *Rights and Privileges of Kasambahay.* – The rights and privileges of the *Kasambahay* are as follows:

- (a) Minimum wage;
- (b) Other mandatory benefits, such as the daily and weekly rest periods, service incentive leave, and 13th month pay;
- (c) Freedom from employers' interference in the disposal of wages;
- (d) Coverage under the SSS, PhilHealth and Pag-IBIG laws;
- (e) Standard of treatment;
- (f) Board, lodging and medical attendance;
- (g) Right to privacy;
- (h) Access to outside communication;
- (i) Access to education and training;
- (j) Right to form, join, or assist labor organization;
- (k) Right to be provided a copy of the employment contract as required under Section 7, Rule II of this IRR;
- (l) Right to certificate of employment as required under Section 5, Rule VII of this IRR;
- (m) Right to terminate the employment as provided under Section 2, Rule VII of this IRR; and
- (n) Right to exercise their own religious beliefs and cultural practices.

SECTION 2. Minimum Wage. – The monthly minimum wage of the *Kasambahay* shall not be less than the following:

- (a) Two Thousand Five Hundred Pesos (Php2,500.00) for those employed in the National Capital Region (NCR);
- (b) Two Thousand Pesos (Php2,000.00) for those employed in cities and first-class municipalities; and
- (c) One Thousand Five Hundred Pesos (Php1,500.00) for those employed in other municipalities.

After one (1) year from the effectivity of the *Batas Kasambahay* and periodically thereafter, the Regional Tripartite Wages and Productivity Boards (RTWPBs) shall review and if proper, determine and adjust the monthly minimum wage rates of the *Kasambahay* in accordance with their rules and regulations taking into account the peculiarities of the *Kasambahay* employment arrangement.

SECTION 3. Mode of Payment of Wages. – The wages of the *Kasambahay* shall be paid in cash. No payment by means of promissory notes, vouchers, coupons, tokens, tickets, chits, or any object other than cash shall be allowed.

SECTION 4. Frequency of Payment of Wages. – The wages of the *Kasambahay* shall be paid at least once a month.

SECTION 5. Daily Rest Period. – The *Kasambahay* shall be entitled to an aggregate daily rest period of eight (8) hours per day.

SECTION 6. Weekly Rest Period. – The *Kasambahay* shall be entitled to at least twenty-four (24) consecutive hours of rest in a week. The employer and the *Kasambahay* shall agree in writing on the schedule of the weekly rest day but the preference of the *Kasambahay*, when based on religious grounds, shall be respected.

Nothing in this provision shall deprive the *Kasambahay* and the employer from agreeing to the following:

- (a) Offsetting a day of absence with a particular rest day;
- (b) Waiving a particular rest day in return for an equivalent daily rate of pay;
- (c) Accumulating rest days not exceeding five (5) days; or
- (d) Other similar arrangements.

SECTION 7. Service Incentive Leave. – A *Kasambahay* who has rendered at least one (1) year of service shall be entitled to an annual service incentive leave of at least five (5) days with pay.

Any unused portion of said annual leave shall not be cumulative or carried over to the succeeding years. Unused leaves shall not be convertible to cash.

SECTION 8. *Thirteenth-Month Pay.* – The *Kasambahay* who has rendered at least one (1) month of service is entitled to a thirteenth-month pay which shall not be less than one-twelfth (1/12) of his/her total basic salary earned in a calendar year.

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

SECTION 9. *Social Security Benefits.* – A *Kasambahay* who has rendered at least one (1) month of service shall be covered by the Social Security System (SSS), Employees Compensation Commission (ECC), Philippine Health Insurance Corporation (PhilHealth), and Home Development Mutual Fund or Pag-IBIG, and shall be entitled to all the benefits in accordance with their respective policies, laws, rules and regulations.

Benefits under the SSS include sickness, maternity, disability, retirement, death and funeral. A unified benefit package under PhilHealth includes Inpatient Hospital Care and Outpatient Care.

Mandatory premium payments or contributions shall be shouldered by the employer. However, if the *Kasambahay* is receiving a monthly wage rate of Five Thousand Pesos (Php5,000.00) and above, the *Kasambahay* shall pay the proportionate share in the premium payments or contributions, as provided by law.

In the event the *Kasambahay* avails of certain loan privileges from Pag-IBIG Fund which require the payment of additional or upgraded contributions, the said additional or upgraded contributions shall be shouldered solely by the *Kasambahay*.

The SSS, Pag-IBIG and PhilHealth shall develop a unified system of registration and enrollment within six (6) months from the promulgation of this IRR.

SECTION 10. *Loan Assistance.* – An employer may agree to extend loan assistance to the *Kasambahay* in an amount not exceeding his/her six (6) months' salary.

This Section shall not apply to working children.

SECTION 11. *Deduction for Loans.* – By written agreement, the employer may deduct the loans from the wages of the *Kasambahay*, which amount shall not exceed 20% of his/her wages every month.

SECTION 12. *Standard of Treatment.* – The *Kasambahay* shall be treated with respect by the employer or any member of the household. He/she shall not be subjected to any kind of abuse, including repeated verbal or psychological, nor be inflicted with any form of physical violence or harassment or any act tending to degrade his/her dignity, as defined under the Revised Penal Code, Violence Against Women and their Children Law (RA 9262), Special Protection of Children Against Child Abuse, Exploitation and Discrimination Act (RA 7610) as amended by RA 9231, Anti-Trafficking in Persons Act of 2003 (RA 9208), and other applicable laws.

SECTION 13. Board, Lodging and Medical Attendance. – The employer shall provide for the basic necessities of the *Kasambahay*, to include the following:

- (a) At least three (3) adequate meals a day, taking into consideration the *Kasambahay's* religious beliefs and cultural practices;
- (b) Humane sleeping condition that respects the person's privacy for live-in arrangement; and
- (c) Appropriate rest and medical assistance in the form of first-aid medicines, in case of illnesses and injuries sustained during service without loss of benefits.

For the *Kasambahay* under live-out arrangement, he/she shall be provided space for rest and access to sanitary facility.

At no instance shall the employer withdraw or hold in abeyance the provision of these basic necessities as punishment to, or disciplinary action against the *Kasambahay*.

SECTION 14. Guarantee of Privacy. – The employer shall, at all times, respect the right of the *Kasambahay* to privacy, which shall extend to all forms of communication and personal effects.

SECTION 15. Access to Outside Communication. – During free time, the *Kasambahay* shall be granted access to outside communication. In case of emergency, access to communication shall be granted even during work time. Should the *Kasambahay* use the employer's telephone or other communication facilities, the costs shall be borne by the *Kasambahay*, unless waived by the employer.

SECTION 16. Opportunities for Education and Training. – The *Kasambahay* shall be afforded the opportunity to finish basic education, which shall consist of elementary and secondary education. He/she may be allowed access to alternative learning systems and, as far as practicable, higher education or technical vocational education and training.

The employer shall adjust the work schedule of the *Kasambahay* to allow his/her access to education or training without hampering the services required by the employer. Access to education may include financial assistance at the option of the employer.

The Department of Education (DepEd) shall ensure continued access of the *Kasambahay* to alternative learning system education.

SECTION 17. Membership in Labor Organization. – The *Kasambahay* shall have the right to join a labor organization of his/her own choosing for purposes of mutual aid and collective negotiation.

The *Kasambahay* shall be afforded opportunity to attend organization meetings during free time.

The Regional Tripartite Industrial Peace Council (RTIPC), chaired by the DOLE Regional Director, shall create within the council a sub-committee to ensure adequate representation of the *Kasambahay* in social dialogue on issues and concerns peculiar to *Kasambahay* work and their welfare.

RULE V RIGHTS AND OBLIGATIONS OF THE EMPLOYER

SECTION 1. *Rights and Privileges of Employer.* – The employer enjoys the following rights:

- (a) To require submission of pre-employment documents by the *Kasambahay* (Section 4, Rule II of this IRR);
- (b) To recover deployment expenses (Section 3, Rule II of this IRR);
- (c) To demand replacement (Section 4, Rule III of this IRR); and
- (d) To terminate employment (Section 3, Rule VII of this IRR).

SECTION 2. *Pay Slip.* – The employer shall, at all times, provide the *Kasambahay* with a copy of the pay slip (Form BK-2) containing the amount paid in cash every pay day, and indicating all deductions made, if any. The employer shall keep copies of the pay slips for a period of three (3) years.

SECTION 3. *Registration and Enrollment to SSS, PhilHealth, and Pag-IBIG.* – As employer of the *Kasambahay*, he/she shall register himself/herself with, and enroll the latter as his/her employee to the SSS, PhilHealth, and Pag-IBIG.

SECTION 4. *Prohibition Against Withholding of Wages.* – (a) It shall be unlawful for the employer to withhold the wages of the *Kasambahay* directly or indirectly, except as provided for under Section 2, Rule VII of this IRR.

(b) It shall also be unlawful for the employer to induce the *Kasambahay* to give up any part of the wages by force, stealth, intimidation, threat, or by any other unlawful means.

SECTION 5. *Prohibition on Interference in the Disposal of Wages.* – It shall be unlawful for the employer to interfere with the freedom of the *Kasambahay* in the disposition of his/her wages, such as:

- (a) Forcing, compelling, or obliging the *Kasambahay* to purchase merchandise, commodities or other properties from the employer or from any other person; or
- (b) Making use of any store or services of such employer or any other person.

SECTION 6. *Deductions for Loss or Damage.* – Other than those mandated by law, the employer shall not deduct any amount from the wages of the *Kasambahay* without his/her written consent or authorization; provided that, deduction for loss or damage shall only be made under the following conditions:

- (a) The *Kasambahay* is clearly shown to be responsible for the loss or damage;
- (b) The *Kasambahay* is given reasonable opportunity to show cause why deduction should not be made;
- (c) The total amount of such deductions is fair and reasonable and shall not exceed the actual loss or damage; and
- (d) The deduction from the wages of the *Kasambahay* does not exceed 20% of his/her wages in a month.

The DOLE shall extend free assistance in the determination of fair and reasonable wage deductions under this Section.

SECTION 7. *Deposits for Loss or Damage.* – It shall be unlawful for the employer or any other person to require a *Kasambahay* to make deposits from which deductions shall be made for the reimbursement of loss or damage to tools, materials, furniture and equipment in the household.

SECTION 8. *Prohibition against Privileged Information.* – All communication and information pertaining to the employer or members of the household shall be treated as privileged and confidential, and shall not be publicly disclosed by the *Kasambahay* during and after employment. Such privileged information shall be inadmissible in evidence, except when the suit involves the employer or any member of the household in a crime against persons, property, personal liberty and security and chastity.

SECTION 9. *Prohibition on Debt Bondage.* – It shall be unlawful for the employer or any person acting on his/her behalf to place the *Kasambahay* under debt bondage as defined under Section 3(b), Rule I of this IRR.

SECTION 10. *Assignment to Non-household Work.* – The employer shall not assign the *Kasambahay* to work, whether in full or part-time, in a commercial, industrial or agricultural enterprise at a wage rate lower than that provided for agricultural or non-agricultural workers.

SECTION 11. *Extent of Duty Outside the Household.* – The *Kasambahay* and the employer may mutually agree for the *Kasambahay* to temporarily perform a task for the benefit of another household under the following conditions:

- (a) There is an agreement between the *Kasambahay* and the employer for the purpose, particularly on the task/s to be performed;
- (b) The *Kasambahay* is entitled to additional payment of not less than the applicable minimum wage rate;
- (c) The original employer shall be responsible for any liability incurred by the *Kasambahay* on account of such arrangement; and
- (d) The original employer is not charging any amount from the other household for the arrangement.

The temporary performance of work shall not exceed thirty (30) days per assignment.

The other household where the *Kasambahay* is temporarily assigned is solidarily liable with the original employer for any nonpayment of wages during such temporary assignment.

It shall be unlawful for the original employer to charge any amount from the said household where the service of the *Kasambahay* was temporarily performed.

SECTION 12. *Health and Safety.* – The employer shall safeguard the safety and health of the *Kasambahay* in accordance with the standards which the DOLE shall develop through the Bureau of Working Conditions (BWC) and the Occupational Safety and Health Center (OSHC) within six (6) months from the promulgation of this IRR. The said standards shall take into account the peculiar nature of domestic work.

RULE VI STANDARDS FOR EMPLOYMENT OF WORKING CHILDREN

SECTION 1. *General Prohibition.* – It shall be unlawful to employ any person below fifteen (15) years of age as *Kasambahay*.

SECTION 2. *Employment of Working Children.* – Pursuant to Republic Act No. 9231 (An Act Providing for the Elimination of the Worst Forms of Child Labor and Affording Stronger Protection for the Working Child, Amending for this Purpose Republic Act No. 7610, As Amended, Otherwise known as the “Special Protection of Children Against Child Abuse, Exploitation and Discrimination Act”), working children shall not be subjected to the following:

- (a) Work for more than eight (8) hours a day and beyond forty (40) hours a week;
- (b) Work between ten o'clock in the evening and six o'clock in the morning of the following day; and
- (c) Work which is hazardous or likely to be harmful to the health, safety or morals of children, as defined under existing laws and regulations.

SECTION 3. *Benefits of Working Children.* – Working children shall be entitled to minimum wage, and all benefits provided under the *Batas Kasambahay*, which include access to education and training.

SECTION 4. *Programs for the Elimination of Worst Forms of Child Labor in Domestic Work.* – The DOLE, through the National Anti-Child Labor Committee (NCLC) and in collaboration with the NCLC member-agencies, shall continue to implement programs to withdraw, rescue, and rehabilitate working children below fifteen (15) years of age. The NCLC shall ensure that working children and their families are provided with access to education, access to productive resources, and that measures are in place to ensure compliance with the standards for employment of children in domestic work as prescribed in this Rule.

**RULE VII
POST EMPLOYMENT**

SECTION 1. *Pre-Termination of Employment.* – (a) In case the duration of employment is specified in the contract, the *Kasambahay* and the employer may mutually agree upon notice to terminate the contract of employment before the expiration of its term.

(b) In case the duration is not determined by stipulation or by nature of service, the employer or the *Kasambahay* may give notice to end the employment relationship five (5) days before the intended termination of employment.

SECTION 2. *Termination of Employment Initiated by the Kasambahay.* – The *Kasambahay* may terminate the employment relationship at any time before the expiration of the contract for any of the following causes:

- (a) Verbal or emotional abuse of the *Kasambahay* by the employer or any member of the household;
- (b) Inhuman treatment including physical abuse of the *Kasambahay* by the employer or any member of the household;
- (c) Commission of a crime or offense against the *Kasambahay* by the employer or any member of the household;
- (d) Violation by the employer of the terms and conditions of the employment contract and other standards set forth under this IRR;
- (e) Any disease prejudicial to the health of the *Kasambahay*, the employer, or member/s of the household; and
- (f) Other causes analogous to the foregoing.

If the *Kasambahay* leaves without cause, any unpaid salary due, not exceeding the equivalent of fifteen (15) days work, shall be forfeited. In addition, the employer may recover from the *Kasambahay* deployment expenses, if any, if the services have been terminated within six (6) months from employment.

SECTION 3. *Termination of Employment Initiated by the Employer.* – An employer may terminate the employment of the *Kasambahay* at any time before the expiration of the contract for any of the following causes:

- (a) Misconduct or willful disobedience by the *Kasambahay* of the lawful order of the employer in connection with the former's work;
- (b) Gross or habitual neglect or inefficiency by the *Kasambahay* in the performance of duties;
- (c) Fraud or willful breach of the trust reposed by the employer on the *Kasambahay*;
- (d) Commission of a crime or offense by the *Kasambahay* against the person of the employer or any immediate member of the employer's family;
- (e) Violation by the *Kasambahay* of the terms and conditions of the employment contract and other standards set forth under this IRR;
- (f) Any disease prejudicial to the health of the *Kasambahay*, the employer, or member/s of the household; and

(g) Other causes analogous to the foregoing.

If the employer dismissed the *Kasambahay* for reasons other than the above, he/she shall pay the *Kasambahay* the earned compensation plus indemnity in the amount equivalent to fifteen (15) days work.

SECTION 4. *Invalid Ground for Termination.* – Pregnancy and Marriage of the *Kasambahay* are not valid grounds for termination of employment.

SECTION 5. *Employment Certification.* – Upon the termination of employment, the employer shall issue the *Kasambahay*, within five (5) days from request, a certificate of employment (Form BK-3) indicating the nature, duration of the service and work description.

RULE VIII

TESDA SKILLS TRAINING, ASSESSMENT AND CERTIFICATION

SECTION 1. *Training for local-hired Kasambahay.* – To promote the training of the *Kasambahay*, the Technical Education and Skills Development Authority (TESDA) shall adjust the existing training regulations for issuance of National Certificate (NCII) on household services and customize them for local-hired *Kasambahay* within six (6) months from the promulgation of this IRR.

SECTION 2. *Skills Training, Assessment and Certification.* – To ensure productivity and assure quality services, the DOLE, through the Regional/Provincial or District Offices of TESDA, shall facilitate access of *Kasambahay* to efficient training, assessment and certification based on TESDA Training Regulations for Household Services NC II.

The competencies to be achieved for NC II consist of: (a) cleaning living room, dining room, bedroom, toilet, and kitchen; (b) washing and ironing clothes, linen and fabric; (c) preparing hot and cold meals/food; and (d) serving food and beverage.

TESDA Training Regulations for other qualifications can be accessed at the Regional/Provincial or District Offices.

SECTION 3. *Requirements for Training.* – *Kasambahay* intending to be trained and certified for Household Services NC II must possess the qualifications specified in the customized local-hired *Kasambahay* training regulation of TESDA.

SECTION 4. *Skills/Competency-Based Pay System.* – The National Wages and Productivity Commission (NWPC)/RTWPBs shall coordinate with TESDA on the development of a skills/competency-based pay system in line with the thrust to professionalize the *Kasambahay*. Wage advisories containing a range of wage increases on top of the minimum wage shall be issued by the RTWPBs taking into consideration the competency standards set by TESDA.

RULE IX
REGISTRATION SYSTEM FOR KASAMBAHAY

SECTION 1. *Employer's Reportorial Duties.* – Every employer shall register a *Kasambahay* under his/her employment in the *barangay* where his/her residence is located. The *Punong Barangay* shall be responsible for the Registry of *Kasambahay* within his/her jurisdiction.

SECTION 2. *Start-up Registration.* – The *Punong Barangay*, together with SSS, Pag-IBIG and PhilHealth representatives, shall conduct a common registration of all *Kasambahay* nationwide. The start-up registration shall be held in a City or Municipal Hall or Plaza, organized by the City or Municipal Mayor immediately after the promulgation of this IRR. The Department of Interior and Local Government (DILG), through the National Barangay Operations Office (NBOO), shall issue a circular prescribing the standard Registration Form and Protocols as guide for registration, which may contain personal, education, family, and work information.

The DOLE-Regional Office shall ensure facilities for one-stop registration for *Kasambahay* during job fairs.

SECTION 3. *Continuous Registration.* – The *Punong Barangay* shall designate a Registration/*Kasambahay* Desk in the *Barangay* Hall to accommodate continuous registration by the employers.

SECTION 4. *Kasambahay Masterlist.* – The *Punong Barangay* shall maintain and update the *Kasambahay* Masterlist. The *barangay* through the *Kasambahay* Desks shall submit reports to the local government units (LGUs), through the PESOs on data regarding registration of the *Kasambahay*.

The PESOs shall submit a monthly report to the DILG for monitoring and data analysis. The report shall be made available to the DOLE and other concerned government agencies.

SECTION 5. *Disclosure of Information.* – The processing of personal information under this Rule shall be allowed, subject to compliance with the requirements of Republic Act No. 10173 (Data Privacy Act of 2012) and other laws allowing disclosure of information to the public and adherence to the principles of transparency, legitimate purpose and proportionality.

RULE X
RESCUE AND REHABILITATION OF ABUSED KASAMBABAHAY

SECTION 1. *Rescue of Abused Kasambahay.* – Any abused *Kasambahay* shall be immediately rescued by a municipal or city social welfare officer in coordination with the concerned *barangay* officials and the proper law enforcement personnel.

SECTION 2. Definition and Coverage of Abuse. – Abuse shall refer to any act or a series of acts committed by an employer or any member of his/her household against any *Kasambahay* which results in or is likely to result in physical, sexual, psychological harm or economic abuse including threats of such acts, battery, assault, coercion, harassment or arbitrary deprivation of liberty. It includes, but is not limited to, the following acts:

- (a) Physical violence refers to acts that include bodily or physical harm;
- (b) Sexual violence refers to an act which is sexual in nature, committed against a *Kasambahay*. It includes, but is not limited to:
 - (1) Rape, sexual harassment, acts of lasciviousness, treating the *Kasambahay* as a sex object, making demeaning and sexually suggestive remarks, physically attacking the sexual parts of the *Kasambahay's* body, forcing him/her to watch obscene publications and indecent shows or forcing him/her to do indecent acts and/or make films thereof.
 - (2) Acts causing or attempting to cause the *Kasambahay* to engage in any sexual activity including prostitution by force, threat of force, physical or other harm or threat of physical or other harm or coercion.
- (c) Psychological violence refers to acts or omissions causing or likely to cause mental or emotional suffering to the *Kasambahay* such as but not limited to intimidation, threats, harassment, stalking, damage to property, public ridicule or humiliation and repeated verbal abuse;
- (d) Economic abuse refers to the withholding of the *Kasambahay's* wage or a part of it or any act which induce the *Kasambahay* to give up any part of the wage by force, stealth, intimidation, threat or by any other unlawful means whatsoever;
- (e) Any other act which limits the *Kasambahay's* exercise of his/her rights as provided for in the law.

SECTION 3. Parties who can Report the Abuse. – The following may report any act of abuse committed against a *Kasambahay*:

- (a) Offended *Kasambahay*;
- (b) Parents or guardians of the offended *Kasambahay*;
- (c) Ascendants, descendants or collateral relatives within the fourth civil degree of consanguinity or affinity;
- (d) Social workers from the LSWDOs or the DSWD Field Office;
- (e) Police officers from the Women and Children Protection Desks;
- (f) *Barangay* Officials;
- (g) Lawyer, counsellor, therapist, or healthcare provider of the offended *Kasambahay*; or
- (h) At least two (2) concerned responsible citizens of the city or municipality where the abuse occurred and who has personal knowledge of the offense committed.

SECTION 4. *Persons to Whom Report be Made.* – Any act of abuse committed against a *Kasambahay* may be reported to the following:

- (a) Any official of the *barangay* where the abuse occurred;
- (b) Any social worker from the LSWDO or the DSWD Field Office;
- (c) Any police officer from the Women and Children Protection Desks; or
- (d) Any officer of the PESO.

SECTION 5. *Conduct of Rescue Operations.* – Upon receipt of any report of abuse, the abused *Kasambahay* shall be immediately rescued by a municipal or city social welfare officer in coordination with the concerned *barangay* officials and the proper law enforcement personnel.

At all times, the rescue team shall ensure the full protection of the rights of the abused *Kasambahay* and the accused while under its custody and control.

No action or suit shall be brought, instituted or maintained in any court or tribunal or before other authority against any: (a) social worker; (b) law enforcement officer; or (c) person acting in compliance with a lawful order from any of the above, for lawful acts done or statements made during an authorized rescue operation, recovery or rehabilitation/intervention, or an investigation or prosecution of an abused case involving a *Kasambahay*. Provided, that such acts shall have been made in good faith.

SECTION 6. *Role of Local Social Welfare and Development Offices (LSWDOs) in the Rehabilitation of Abused Kasambahay.* – The LSWDOs, in coordination with concerned government units, shall make available the following services for abused *Kasambahay*:

- (a) Temporary shelter;
- (b) Counseling;
- (c) Free Legal Services;
- (d) Medical or Psychological Services;
- (e) Livelihood and Skills Training; and
- (f) Other relevant services as necessary.

In the event that the above-mentioned services are not available at the local level, the LSWDOs may seek the assistance from the DSWD to provide such services to the abused *Kasambahay*.

At all times, the LSWDOs and DSWD shall adopt a gender responsive, right-based and culture-sensitive approach to service delivery to facilitate the recovery, rehabilitation and reintegration of the *Kasambahay* in mainstream society. The LSWDOs shall also ensure that the necessary after-care services are made available at least for the next six (6) months for the reintegrated *Kasambahay*.

RULE XI
SETTLEMENT/DISPOSITION OF LABOR RELATED-DISPUTES

SECTION 1. *Mechanism for Settlement of Disputes.* – (a) All labor-related disputes shall be filed before the DOLE Field/Provincial/Regional Office having jurisdiction over the workplace and shall go through the thirty-day (30) mandatory conciliation under the DOLE Single Entry Approach (SEnA) program to exhaust all efforts for the settlement of the dispute.

SECTION 2. *Compliance Order.* – In case the parties fail to reach a settlement, a mandatory conference not exceeding thirty (30) days shall be conducted by the DOLE Field/Provincial/Regional Office from referral of the unsettled dispute. The DOLE-Regional Director shall issue a Compliance Order within ten (10) days from the submission of the case for resolution.

SECTION 3. *Motion for Reconsideration.* – Any aggrieved party may file a motion for reconsideration from the Compliance Order within ten (10) days from receipt thereof.

SECTION 4. *Appeal.* – The Resolution on the Motion for Reconsideration of the DOLE-Regional Director may be appealed to the Secretary of Labor and Employment within ten (10) days from receipt thereof.

Thereafter, the Order of the Secretary of Labor and Employment shall be final and executory.

SECTION 5. *Other Cases.* – Ordinary crimes or offenses committed by either party under the Revised Penal Code and other special penal laws shall be filed with the appropriate courts.

RULE XII
UNLAWFUL ACTS AND PENALTIES

SECTION 1. *Unlawful Acts.* – The following acts are declared unlawful:

- (a) Employment of Children below 15 years of age (Section 16, *Batas Kasambahay*);
- (b) Withholding of Wages of the *Kasambahay* (Section 28, *Batas Kasambahay*);
- (c) Interference in the Disposal of the wages of the *Kasambahay* (Section 27, *Batas Kasambahay*);
- (d) Requiring deposits for loss or damage (Section 14, *Batas Kasambahay*);
- (e) Placing the *Kasambahay* under Debt Bondage (Section 15, *Batas Kasambahay*); and
- (f) Charging another household for temporarily performed tasks (Section 23, *Batas Kasambahay*).

SECTION 2. *Administrative Penalties.* – Commission of any of the foregoing acts shall be punishable with a fine of not less than Ten Thousand Pesos (Php10,000.00) but not more than Forty Thousand Pesos (Php40,000.00), to wit:

Php10,000.00 - 1st offense
Php20,000.00 - 2nd offense
Php30,000.00 - 3rd offense
Php40,000.00 - 4th and succeeding offenses and for violation/s committed against working children.

The penalties herein shall be without prejudice to the filing of the appropriate civil and/ or criminal action by the aggrieved party.

SECTION 3. *Penal Sanction for Offenses against Working Children.* – Any employer who has been sentenced by a court of law of any offense against a working child under the *Batas Kasambahay* shall be meted out with a penalty one degree higher and shall be prohibited from hiring a working child.

RULE XIII SPECIAL PROVISIONS

SECTION 1. *Information Dissemination and Training Program.* – Immediately after the enactment of this IRR, the DOLE, in coordination with the DILG, DSWD, SSS, ECC, PhilHealth and Pag-IBIG and other stakeholders, shall develop and implement a continuous information dissemination program on the provisions of this IRR, particularly to build the capacities of local government units and officers assigned to the *Kasambahay* Desks in fulfilling their mandate.

The employers, *Kasambahay* association or organization, civil society groups and labor organizations shall be tapped in the dissemination of information on the provisions of this IRR.

SECTION 2. *“Araw Ng Mga Kasambahay”.* – Every 18th day of January shall be designated as “*Araw ng mga Kasambahay*”.

RULE XIV MISCELLANEOUS PROVISIONS

SECTION 1. *Transitory Provision.* – All existing arrangements between a *Kasambahay* and the employer shall be adjusted to conform to the minimum standards set by this IRR.

SECTION 2. *Non-Diminution of Benefits.* – Nothing in this IRR shall be construed to cause the diminution or substitution of any benefits and privileges currently enjoyed by the *Kasambahay* hired directly or through an agency.

SECTION 3. Oversight Function of the National Tripartite Industrial Peace Council (NTIPC). – The NTIPC created under Executive Order No. 49, Series of 1988, as amended, shall serve as the oversight committee to verify and monitor the implementation and enforcement of the provisions of this IRR.

**RULE XV
FINAL PROVISIONS**

SECTION 1. Separability Clause. – If any part or provisions of this IRR declared to be invalid or unconstitutional, the other parts or provisions not affected shall remain in full force and effect.

SECTION 2. Repealing Clause. – All laws, decrees, executive orders, issuances, rules and regulations or parts thereof inconsistent with the provisions of this IRR are hereby repealed or modified accordingly.

SECTION 3. Effectivity. – This IRR shall take effect fifteen (15) days after its complete publication in two (2) national newspapers of general circulation.

09 MAY 2013

Manila, Philippines, _____, 2013.


ROSALINDA DIMAPILIS-BALDOZ
Secretary
Department of Labor and Employment


MAR A. ROXAS
Secretary
Department of Interior and Local Government


CORAZON "Dinky" JULIANO-SOLIMAN
Secretary
Department of Social Welfare and Development


ALAN LM PURISIMA
Police Director General
Philippine National Police



DILG-OSCEC OUTGOING 13-01383


EMILIO S. DE QUIROS JR.
President and Chief Executive Officer
Social Security System


ENRIQUE T. ONA
OIC – President and CEO
PhilHealth


DARLENE MARIE B. BERBERABE
President and CEO
Pag-IBIG Fund

KONTRATA SA PAGLILINGKOD SA TAHANAN

Ang kontrata ng trabaho sa tahanan ay napagpasiyahan sa pagitan nina:

A. (Pangalan ng Pinaglilingkuran)

Tirahan at Telepono: _____

B. (Pangalan ng Kasambahay)

Civil Status: _____ Edad: _____

Tirahan at Telepono: _____

Nagkasundo sa mga sumusunod na tuntunin at kondisyon:

1. Lugar ng trabaho: _____
(Hindi maaaring italaga sa gawaing commercial, industrial o agricultural enterprise)

2. Tagal/Panahon ng trabaho: Mula sa _____
Hanggang sa _____

3. Uri ng trabaho: _____
(yaya, kusinera, hardinero, labandera, etc.)

4. Mga tungkulin at gawain:
a. _____
b. _____
c. _____

5. Oras ng trabaho: _____
(Para sa Kasambahay na edad 15 hanggang 17, hindi sila pinahihintulatang magtrabaho ng higit sa walong oras sa isang araw, 40 oras sa isang linggo, at sa pagitan ng alas diyos ng gabi hanggang ala sais ng umaga)

6. Lingguhang araw ng pahinga: _____

7. Pasahod:
a. Halaga ng buwanang sahod: _____
(cash)
b. Dagdag na sahod kapag lumampas sa itinakdang oras ng trabaho: _____
(halaga ng sahod bawat oras ng trabaho)

c. Takdang araw ng pagbabayad ng sahod: _____
(petsa ng buwanang sahod)

8. Mga pinahihintulatang kaltas sa sahod: _____
(Kasama ang contributions sa PhilHealth, Pag-IBIG, SSS, kung ang sahod ay P5,000 pataas)

9. Mga benepisyo:
a. Taunang leave na 5 araw na may bayad (dapat gamitin)
b. First-aid assistance kapag nagkasakit

10. Iba pang mga benepisyo: _____

11. Kasunduan tungkol sa pagkakautang, kung meron man: _____

12. Kasunduan tungkol sa gastos sa *deployment*, kung meron man:
(Ang mga ginastos sa deployment ay makukuha muli ng pinaglilingkuran sa kasambahay kung siya ay hindi tumagal ng 6 na buwan sa pinaglilingkuran)
13. Kasunduan tungkol sa pagtatapos ng trabaho: _____

14. Bayad sa pagwawakas ng trabaho/kontrata: _____
(bayad na 15 araw na sahod kung ang kasambahay ay tinanggal sa trabaho ng di-makatarungan)
15. Iba pang kasunduan, kung meron man: _____

16. Kapag natapos ang termino ng kasunduan ay maaaring awtomatikong ulitin ito at maging epektibo kung patuloy na maninilbihan ang kasambahay sa pinaglilingkuran.
17. Kung mangyari na may pagtalunan ang magkabilang panig, ito ay maaaring pagkasunduan muna sa barangay at kung walang mangyayari ay iaakyat ito sa DOLE-Regional/Provincial/Field Office na nakasasakop sa lugar ng trabaho.
18. Ano mang pagbabago sa kasunduan ay may bisa lamang kung ito ay napagkasunduan at may katumbas na kasulatan na nilagdaan ng dalawang panig.

Ang Pinaglilingkuran ay nangangakong magbibigay sa Kasambahay ng lahat ng mga benepisyong itinakda sa ilalim ng batas.

Ang Pinaglilingkuran at Kasambahay ay kusang sumasang-ayon sa mga kondisyong nabanggit sa kontratang ito.

(Lagda ng Pinaglilingkuran)

(Lagda ng Kasambahay)

(Petsa ng paglalagda)

(Petsa ng paglalagda)

(Saksi)

(Saksi)

Form BK-2

PAY SLIP

Name: _____ Date : _____

Pay period: _____

Basic Wage	Php2,500.00	
Gross Salary		Php2,500.00
Less:		
SSS contribution	0.00	
PhilHealth contribution	0.00	
Pag-IBIG Contribution	0.00	
Total deductions		0.00
Take Home Pay		Php2,500.00

I agree with the above wage computation and acknowledge receipt of the same.

Signature of *Kasambahay*

(NOTE: For monthly wage rate of less than Php5,000.00, the employer should not deduct premium contributions on SSS, PhilHealth and Pag-IBIG from the *Kasambahay* since the same are charged to the employer)

Form BK-3

DATE

CERTIFICATE OF EMPLOYMENT

To Whom It May Concern:

This is to certify that Mr./Ms. _____ has been employed with me as Kasambahay doing general ordinary household chores for 5 years from _____ to _____.

This certification is being issued upon his/her request for whatever purpose it may serve.

Employer