



Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
Intramuros, Manila



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DEPARTMENT ORDER NO. 254
Series of 2025

**IMPLEMENTING RULES AND REGULATIONS OF REPUBLIC ACT NO. 11965,
OTHERWISE KNOWN AS THE "CAREGIVERS' WELFARE ACT"**

Pursuant to *Section 28 of Republic Act (RA) No. 11965*, otherwise known as *An Act Instituting Policies for the Protection and Welfare of Caregivers in the Practice of their Occupation, or the Caregiver's Welfare Act*, the Department of Labor and Employment (DOLE) hereby issues the following rules and regulations:

RULE I
GENERAL PROVISIONS

SECTION 1. Title and Purpose. This Department Order is being issued to implement the objectives of the *Caregivers' Welfare Act* of promoting the professional development of caregivers, ensuring their access to decent employment, and protecting their rights and welfare. It shall be known and cited as the *Implementing Rules and Regulations of Republic Act No. 11965* or the *Caregivers' Welfare Act*, and shall likewise be referred to herein as these Rules.

SECTION 2. Declaration of Policies. It is hereby declared the policy of the State to recognize the role of caregivers in national development and to institute policies in the practice of the occupation with the end in view of developing competent caregivers whose standards of professional service shall be excellent and globally competitive.

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

SECTION 3. Coverage. These Rules shall apply to caregivers, as defined under the *Caregivers' Welfare Act* and these Rules, who are employed and working within the country, in live-in or live-out arrangements in private homes, nursing or care facilities, or other residential settings, whether hired directly or through Public Employment Service Offices (PESOs) or licensed Private Employment Agencies (PEAs).

The rules and regulations for the recruitment and deployment of Filipino caregivers for overseas employment to ensure their protection including their reintegration, shall be separately issued by the Department of Migrant Workers (DMW) in coordination with the DOLE, Technical Education and Skills Development Authority (TESDA) and other concerned agencies; provided, that the settlement or resolution of disputes filed by Filipino caregivers arising from their employment overseas shall be processed and resolved in accordance with Rule VII of these Rules.

SECTION 4. Definition of Terms. As used in these Rules, the following terms shall mean:

- (a) **Caregiver** – A person at least eighteen (18) years of age who renders caregiving services, including:
 - (i) Licensed healthcare professionals who voluntarily list themselves with the DOLE as caregivers.

- (ii) Individuals certified by the TESDA in caregiving qualifications.
- (b) **Caregiving Services** – Personal care, support, and assistance provided to clients in private homes, nursing or care facilities, and other residential settings.
- (c) **Competency Assessment** – A process for collecting evidence and evaluating an individual's knowledge, skills, and attitudes against workplace standards, determining whether competency has been achieved.
- (d) **Client** – A newborn, infant, child, adolescent, adult, elderly, or person with special needs receiving caregiving services.
- (e) **Cost of Hiring** – The amount paid to a licensed PEA for recruitment and placement services.
- (f) **Direct Hire** – A caregiver engaged directly by an employer without PEA assistance.
- (g) **Employer** – A natural or juridical person who directly or indirectly engages and controls the services of a caregiver.
- (h) **Full-Cycle Employment Services** – Series of activities intended to prepare job-seekers for productive employment which includes, but is not limited to enhanced career assessment and guidance; life-skills training; technical skills training; job-matching; and internship.
- (i) **Household** – Immediate family members or occupants of the residence where the caregiver is employed.
- (j) **Live-in Arrangement** – Work arrangements wherein the caregiver works within the employer's household and resides therein.
- (k) **Live-out Arrangement** – Work arrangements wherein the caregiver works within the employer's household but does not reside therein. This includes full-time and part-time caregivers.
- (l) **National Certificate** – A document issued by the TESDA to individuals who took the National Competency Assessment and are proven competent in all required units of competency of a relevant national qualification defined and promulgated under the TESDA Training Regulations.
- (m) **Occupation Safety and Health (OSH)** – The discipline that deals with the prevention of work-related injuries and diseases and the protection and promotion of workers's health.
- (n) **PESO Employment Information System (PEIS)** – A database of active labor supply and demand containing the profiles of all persons and employers registered under the National Skills Registration Program (NSRP) of the DOLE, including information on the qualifications (i.e. education, training, and work experience) and skills of the jobseekers, as well as the job vacancies of the employers.
- (o) **PhilJobNet** – An online job and applicant matching platform for jobseekers, including caregivers, and employers.
- (p) **Private Employment Agency (PEA)** – Any individual, partnership, corporation or entity licensed by the DOLE to engage in the recruitment and placement of jobseekers, including caregivers, for local employment.
- (q) **Portfolio Assessment** – An evidence gathering method wherein competency is determined based on accumulated pieces of evidence from various sources

demonstrating work outputs of an individual of at least three (3) years of work experience related to the qualification.

- (r) **Public Employment Service Office (PESO)** – A non-fee charging facility providing employment facilitation services established under *Republic Act No. 8759*, otherwise known as *Public Employment Service Office Act of 1999*, as amended by *Republic Act No. 10691*.
- (s) **Training Regulations** – A package of qualifications, competency standards, training standards, assessment, and certification arrangements in a specific sector promulgated by the TESDA Board for nationwide application. They serve as the basis for the development of the curricula, registration, and delivery of training programs.
- (t) **Qualification** – A competency package describing job roles and tasks required for caregiving employment.

RULE II REGISTRY OF CAREGIVERS

SECTION 1. Establishment of Registry. The DOLE shall set up and maintain a publicly available national registry of caregivers through the PhilJobNet. PESOs shall assist caregivers without internet access in registering through the PEIS.

SECTION 2. Who May Register as Caregivers. Caregivers may register in the PhilJobNet if they (a) are licensed healthcare professionals voluntarily listing as caregivers; or (b) hold TESDA certifications in caregiving qualifications. A caregiver may sign-up in the PhilJobNet portal and accomplish the personal profile section, which includes information relevant to the caregiver's TESDA certification.

Caregivers may exercise their rights under the *Republic Act No. 10173*, otherwise known as the *Data Privacy Act of 2012* at any given time.

RULE III HIRING OF CAREGIVERS

SECTION 1. Modes of Hiring. Caregivers may be hired directly by employers, or indirectly through the PESOs or the PEAs.

SECTION 2. Prohibition on Fee Collection. No fees shall be collected from caregivers during the hiring process. Violations shall be penalized under applicable laws and these Rules.

SECTION 3. Deployment Expenses. Employers shall cover transportation, meals, and other costs directly related to the caregiver's deployment.

SECTION 4. PEA Responsibilities. The PEAs shall:

- (a) Ensure that the caregiver is qualified as required by the employer;
- (b) Secure the best terms and conditions of employment for the caregiver;
- (c) Ensure that the caregivers are not charged or levied any recruitment or placement fees whatsoever;
- (d) Ensure that the employment contract between the caregiver and the employer stipulates the terms and conditions of employment and all the benefits prescribed by under the law and these Rules;

- (e) Provide a pre-employment orientation briefing to the caregiver and the employer about their rights and responsibilities in accordance with the law and these Rules;
- (f) Keep copies of employment contracts pertaining to recruited caregivers which shall be made available during inspections or whenever required by the DOLE;
- (g) Assist caregivers with respect to complaints or grievances against their employers, particularly referring them to the concerned DOLE Regional Office (RO) on these concerns;
- (h) Cooperate with government agencies in rescue operations involving abused or exploited caregivers; and
- (i) Report to the DOLE RO, copy furnished the Bureau of Local Employment (BLE), and to PESO within their jurisdiction with regard to caregivers who are hired through PEAs.

SECTION 5. Pre-employment Requirements. Prior to the execution of the employment contract, the employer may require the following:

- (a) Valid National Certificate issued by the TESDA;
- (b) Caregivers' training certificate issued by the TESDA or accredited school or training institution, if applicable;
- (c) Medical certificate or health certificate issued within the last three months by competent authorities or accredited health facilities by the Department of Health (DOH) certifying, declaring the caregivers' fitness for employment;
- (d) National Bureau of Investigation (NBI) clearance or police clearance; and
- (e) Barangay clearance issued by the barangay where the caregiver is residing or where the workplace is located.

The cost of the pre-employment requirements shall be borne by the prospective employer or the agency, as applicable.

Caregivers who are first-time job seekers may obtain the documents enumerated under Section 5 of *Republic Act No. 11261*, otherwise known as *the First-Time Jobseekers Assistance Act*, free of charge from the relevant agencies.

SECTION 6. Employment Contract. An employment contract shall be executed by and between the caregiver and the employer before the commencement of the service in a language or dialect understood by both parties. A duly-notarized copy of the employment contract, free of charge, shall be provided to the caregiver upon execution thereof or no later than the first day of employment. The contract shall contain the following provisions:

- (a) Duties and responsibilities of the caregiver;
- (b) Period of employment including the commencement and expiration of the contract, unless the parties agree to an indefinite period and subject to Rule III, Section 7 of these Rules;
- (c) Place of work and work arrangement;
- (d) Compensation;
- (e) 13th month pay;
- (f) Authorized deductions;
- (g) Hours of work and proportionate additional payment or overtime pay;
- (h) Rest days and allowable leaves;
- (i) Board, lodging, and medical assistance;
- (j) Other benefits as stipulated in the law and these Rules; and

- (k) Such stipulations, as may be agreed upon by the parties that are not contrary to law.

For the guidance of all concerned, a Model Employment Contract for Caregivers is hereby adopted as Form CWA-1, which is Annex A to form an integral part of these Rules. Soft copies of Form CWA-1 shall be downloadable from all DOLE websites and social media sites, and hard copies shall be made available to the public for free through the DOLE Regional/Provincial/Field Offices having jurisdiction over the workplace, the PESOs, and PEAs.

SECTION 7. Period of Employment and Renewal of Contract. The date of commencement and expiration of the period of employment shall be as stated in the contract.

Upon the expiration of the period, the parties may agree to renew the contract, in which case they shall execute a new contract.

Should the caregiver be permitted by the employer to continue working after the expiration of the contract, the contract shall be deemed renewed for the same period and under the same terms and conditions as the original contract, subject to any adjustments or improvements of such terms and conditions as may be mandated by law or regulation.

When the expiration date is not stated in the contract, the employment shall be presumed to be for an indefinite period, unless the parties subsequently agree to amend the contract and fix the date of its expiration.

RULE IV RIGHTS, DUTIES, OBLIGATIONS, AND BENEFITS OF CAREGIVERS

SECTION 1. Rights and Privileges. Caregivers are entitled to the following rights and privileges from the first day of employment:

- (a) **Hours of Work.** Normal working hours shall be eight (8) hours a day. For work beyond eight (8) hours, caregivers are entitled to overtime pay equivalent to their regular wage plus at least twenty-five percent (25%) thereof.

Work on rest days or holidays shall be compensated at a premium rate as prescribed by the Labor Code of the Philippines, as amended, and its implementing rules and regulations.

A caregiver is also entitled to a night shift differential of not less than ten percent (10%) of the regular wage for each hour of work performed between ten o'clock in the evening and six o'clock in the morning of the following day.

Scheduling of work hours and rest days shall be in accordance with the agreement of the parties.

- (b) **Compensation.** Wages shall be commensurate with skills, competencies, and services rendered, provided that they shall not be less than the prevailing minimum wage for non-agricultural workers in the private sector, without prejudice to the agreement of the parties or guidelines issued by the National Wages and Productivity Commission (NWPC) providing for more favorable terms of compensation.

No deduction shall be made from the wages except for mandatory deductions, withholding tax from income, and those enumerated under Article 113 of the Labor Code of the Philippines, as amended, and its implementing rules and regulations.

- (c) **Mandatory Benefits.** Caregivers are entitled to service incentive leave, 13th month pay, daily and weekly rest periods, and all other benefits in the manner

provided by the Labor Code of the Philippines, as amended, and its implementing rules and regulations.

- (d) **Social Security.** Coverage under the SSS, PhilHealth, ECSIF, and Pag-IBIG is mandatory.
- (e) **Standard of Treatment.** Caregivers shall not be subjected to verbal, physical, or psychological abuse, harassment, or any acts that degrade their dignity.
- (f) **Access to Outside Communication.** Employers shall allow caregivers reasonable access to communication and social interaction.
- (g) **Right to Privacy.** Employers must respect the caregiver's privacy in their personal affairs.
- (h) **Freedom of Association.** Caregivers have the right to form, join, or assist labor organizations.
- (i) **Education and Training.** Employers shall support access of caregivers to education and training.
- (j) **Employment Contract and Certificate of Employment.** Employers shall provide a copy of the employment contract and certificate of employment.
- (k) **Termination of Contract.** Caregivers shall have the right to terminate the employment consistent with the provisions of Section 20 of the Caregivers' Welfare Act and Sections 1 and 2, Rule VI of these Rules.

SECTION 2. Non-Diminution of Benefits. Existing arrangements providing better terms and conditions than these Rules shall not be diminished or substituted.

SECTION 3. Duties of Caregivers. The caregiver may provide personal care, support, and assistance to clients in private homes, nursing or care facilities, and other residential settings including, but not limited to, the following services:

- (a) Help clients with their daily activities and mobility restrictions;
- (b) Provide some basic health-related services, such as checking the client's vital signs including pulse rate, temperature, respiration rate, blood pressure, and oxygen saturation;
- (c) Assist clients with simple and safe exercises taught by a duly licensed rehabilitation science specialist;
- (d) Assist in the administration of home oral and topical medications as prescribed by a physician;
- (e) Advise clients and their families on cleanliness and household tasks;
- (f) Accompany clients to appointments with doctors or on other errands related to health care, support, and assistance;
- (g) Assist in housekeeping tasks related to health care, support, assistance within the client's room;
- (h) Assist in the preparation of the client's food in accordance with health-related needs; and
- (i) Other tasks directly related to the healthcare, support, and assistance of clients.

SECTION 4. Privileged Information. All information and communication pertaining to the client, employer, or members of the household shall be treated as privileged and confidential, and shall not be publicly disclosed by the caregiver at any time during and after employment without the consent of the said client, employer, or members of the household, except in a civil case for damages or a criminal case for an offense committed against the caregiver.

RULE V OBLIGATIONS OF EMPLOYERS

SECTION 1. General Obligations. Employers shall:

- (a) Execute an employment contract consistent with the *Caregivers' Welfare Act* and these Rules.
- (b) Provide detailed pay slips indicating wages and lawful deductions or deductions with written consent.
- (c) Strictly adhere to OSH standards, Republic Act No. 11058, its implementing rules and regulations, and subsequent amendments to ensure the well-being of caregivers.
- (d) Issue a certificate of employment indicating the nature, duration of service, and the work description to the caregiver, upon termination of the employment or not later than three (3) days from such termination.

SECTION 2. Provision of Necessities.

- (a) Employers shall provide adequate meals (e.g. three meals a day), taking into consideration the caregivers' religious beliefs and cultural practices, and a humane sleeping arrangement that respects privacy for live-in caregivers.
- (b) Live-out caregivers shall have access to sanitary facilities and space for rest during work hours including rest periods. In case of force majeure, they may be provided temporary lodging for a reasonable period.
- (c) Appropriate rest and medical assistance in the form of first-aid medicines, in case of illness and injuries sustained during service without loss of benefits.

RULE VI POST EMPLOYMENT

SECTION 1. Mutual Pre-Termination of Employment Contract. Notwithstanding any provision to the contrary, the caregiver and employer may, upon written notice, mutually agree to terminate the employment contract before its expiration.

SECTION 2. Termination by Caregiver. Notwithstanding any provision to the contrary, the caregiver may unilaterally terminate the employment contract before its expiration by serving a written notice to the employer at least one (1) month in advance; provided, that the caregiver may pre-terminate the contract without advance notice in case of force majeure or unforeseen or emergency circumstances affecting the person of the caregiver or his or her immediate family or household; and provided further, that the caregiver may likewise pre-terminate the contract without advance notice for any of the following just causes:

- (a) Verbal or emotional abuse by the client, any member of the household, employer, his or her representative, or service provider except in cases when the client is suffering from any mental illness;

- (b) Inhumane treatment including physical abuse against the caregiver by the client, any member of the household, employer, his or her representative, or service provider;
- (c) Commission of a crime or offense against the caregiver by the client, any member of the household, employer, his or her representative, or service provider;
- (d) Violation of the terms and conditions of the employment contract by the employer or service provider; or
- (e) Other causes analogous to the foregoing.

SECTION 3. Termination by Employer. The employer may not unilaterally terminate the employment contract before its expiration, except for any of the following just causes:

- (a) Misconduct or willful disobedience by the caregiver of the lawful order of the employer or service provider in connection with the former's work;
- (b) Gross or habitual neglect or insufficiency in the performance of duties;
- (c) Fraud or willful breach of the trust reposed by the employer or service provider;
- (d) Commission of crime or offense by the caregiver against the person of the client, any member of the household, employer, his or her representative, or service provider;
- (e) Violation of the terms and conditions of the employment contract by the caregiver;
- (f) Violation or breach of trust and confidentiality in accordance with these Rules; or
- (g) Other causes analogous to the foregoing.

In case of termination of employment under this section, the employer shall first serve a written notice to the caregiver and give the caregiver ample opportunity to be heard in order for the termination of employment to be considered valid.

In case of unjust dismissal, the caregiver shall be paid the compensation already earned plus the equivalent of fifteen (15) days of work by way of indemnity.

SECTION 4. Authorized Causes for Termination. Subject to reasonable prior notice by the concerned party to the other, the contract may be terminated prior to its expiration on the following authorized causes:

- a) The employer may pre-terminate the employment contract before its expiration when services are no longer needed, such as when the employer has recovered or healed, has been placed under hospital care or confinement in an institution; or has died.
- b) The employer may also pre-terminate the contract when the caregiver is found to be suffering from an incurable disease or a disease detrimental to the health of the employer or members of the household, or
- c) The caregiver may pre-terminate the contract when the client, any member of the household, the employer or his or her representative is found to be suffering from an incurable disease detrimental to the health of the caregiver.

RULE VII MECHANISMS FOR DISPUTE RESOLUTION

SECTION 1. Dispute Settlement. All labor-related disputes shall be filed at the regional office or the appropriate agency, bureau, or office of the DOLE having jurisdiction over the workplace without prejudice to the filing of civil or criminal action in appropriate cases. The said regional office, agency, bureau, or office shall exhaust all conciliation and mediation efforts before a decision shall be rendered.

If efforts at conciliation and mediation fail, and there is no agreement to submit the case for voluntary arbitration, the dispute shall be filed before the labor arbiter of the National Labor Relations Commission (NLRC), pursuant to the Labor Code of the Philippines, as amended, and its implementing rules and regulations.

Crimes or offenses committed under *Act No. 3815, otherwise known as the Revised Penal Code (RPC)*, as amended, and other special penal laws shall be filed with the regular courts with jurisdiction over the same.

Other disputes arising from the implementation and enforcement of contracts which do not arise from the employment relationship shall be filed with the regular courts having jurisdiction over the same.

SECTION 2. Administrative Offenses. Non-compliance with Social Security, PhilHealth, Employee's Compensation, or Pag-IBIG contributions shall be referred to the respective agencies for appropriate action.

RULE VIII PENALTIES

SECTION 1. Falsification of Documents. Any person, school, training institution, or assessment center who shall issue or use a fake certificate, clearance or any other document for purposes of fulfilling the requirements under the law and these Rules or shall in any other manner commit any act to defeat any provision of the law and these Rules shall, upon conviction, be punished with the penalty for falsification of official document provided under the RPC and/or other applicable and existing laws.

If the offender is a school, training institution, assessment center, or a juridical person, the penalty shall be imposed upon the President, Treasurer, Secretary, or any other officer or individual responsible for the violation, subject to applicable and existing laws and jurisprudence. In addition to the penalty provided herein, to the extent applicable, the offender shall suffer the revocation of license and/or certificate to operate or certificate of accreditation, subject to applicable and existing laws and jurisprudence.

If the person responsible for the violation is a government employee or official, such employee or official may be subject to administrative liability pursuant to applicable and existing laws.

RULE IX ROLE OF GOVERNMENT AGENCIES

SECTION 1. Role of DOLE. The DOLE shall have the following duties and responsibilities:

- (a) **Working Conditions.** The DOLE shall ensure that caregivers are provided with their right to fair compensation, reasonable working hours, a safe and supportive work environment, and all other benefits provided in the law and these Rules.
- (b) **Publication of a Model Contract.** The DOLE shall develop and keep updated a model contract in consultation with relevant stakeholders.

- (c) **Skills/Competency-Based Pay System.** The NWPC, in consultation with TESDA, may issue wage advisories on skills/competency-based pay providing a range of wage increases on top of the minimum wage prescribed by the Regional Tripartite Wages and Productivity Boards (RTWPBs).
- (d) **Monitoring of Compliance.** The DOLE Regional/Provincial/Field Offices shall monitor the compliance of nursing or care facilities in accordance with *Department Order No. 238, Series of 2023* or *the Rules on Administration and Enforcement of Labor Standards pursuant to Article 128 of the Labor Code of the Philippines, as amended*, and its subsequent issuances.
- (e) **Registry of Caregivers through the PhilJobNet.** The DOLE shall set up and maintain a registry and a database of Filipino caregivers that shall be made available to the public in accordance with applicable laws, rules and regulations, which shall include a list of jobseekers and job vacancies available for caregivers, as well as enable online job and applicant matching activities.

For these purposes, the DOLE shall facilitate the registration of caregivers and job vacancies, including job search and matching activities through the PhilJobNet.
- (f) **Assistance to PESOs.** The DOLE shall provide technical supervision, coordination, and capacity building to PESOs on matters relating to employment facilitation services for caregivers.
- (g) **Referral services.** The DOLE shall refer caregivers and employers the services of the PESOs and PEAs.
- (h) **Full-cycle Employment Services.** The DOLE shall provide assistance to caregivers for employment facilitation services as provided under the law.
- (i) **Labor and Employment Education.** The DOLE and its regional, provincial, and field offices, in coordination with other concerned agencies, shall develop and implement a continuous information dissemination program to ensure the widest dissemination of these Rules, inform the caregivers and employers about their rights and obligations, and promote compliance with these Rules.

SECTION 2. Role of TESDA. The TESDA shall have the following duties and responsibilities:

- (a) **Training Regulations.** The TESDA shall promulgate training regulations for the skills training of caregivers.
- (b) **Education and Skills Development.** The TESDA shall develop a system of continuing skills upgrading and reskilling of Filipino caregivers to ensure that they meet the highest standards of professional service.
- (c) **Development of Qualifications.** The TESDA shall work jointly with the Commission on Higher Education (CHED) and the Department of Education (DepEd) to support the development and maintenance of pathways and equivalencies that enable access to qualifications and to assist caregivers to move easily and readily between the different education and training sectors in accordance with *Republic Act No. 10647* or the *Ladderized Education Act of 2014*.
- (d) **List of Caregivers.** The TESDA shall integrate its certified list of caregivers with the DOLE.

SECTION 3. Labor Market Information. The Labor Market Report shall be prepared by the DOLE, in collaboration with the TESDA, DMW, Professional Regulation Commission, and other concerned agencies, and shall be made available through their respective websites.

**RULE X
MONITORING AND ENFORCEMENT**

SECTION 1. Inspections. DOLE ROs shall conduct inspections of workplaces employing caregivers at any time of the day or whenever recruitment and placement activity is being undertaken to ensure compliance with these Rules.

SECTION 2. Reporting Obligations. Employers and PEAs shall submit monthly reports on caregiver employment, as required by DOLE.

**RULE XI
FINAL PROVISIONS**

SECTION 1. Construction. These Rules shall be liberally construed and interpreted in order to carry out the objectives of the Caregivers' Welfare Act.




SECTION 2. Applicability of the Labor Code of the Philippines, as amended. The *Labor Code of the Philippines, as amended*, and its implementing rules and regulations shall apply suppletory to these Rules.

SECTION 3. Separability Clause. If any provision of these Rules is declared invalid, the remaining provisions shall remain in full force and effect.

SECTION 4. Repealing Clause. All existing laws, rules, and regulations inconsistent with these Rules are hereby repealed or modified accordingly.

SECTION 5. Effectivity. These Rules shall take effect fifteen (15) days after completion of publication in the Official Gazette or in a newspaper of general circulation.

Approved.


BIENVENIDO E. LAGUESMA
Secretary
 Department of Labor and Employment
Office of the Secretary

"068496"

31 May 2025, Manila, Philippines.

EMPLOYMENT CONTRACT

This employment contract is executed and entered into by and between:

A. Employer herein referred to as "Employer":

Civil Status: _____

Age: _____

Address and Contact Information: _____

B. Employee herein referred to as "Caregiver":

Civil Status: _____

Age: _____

Address and Contact Information: _____

WHEREAS, the Employer requires the services of a qualified Caregiver pursuant to the provisions of Republic Act No. 11965, otherwise known as the Caregivers' Welfare Act, and other relevant labor laws.

WHEREAS, the Caregiver is willing to render caregiving services and affirms that he/she possesses the qualifications in Caregiving,

NOW, THEREFORE, for and consideration of the foregoing, the parties agree to be bound to the following terms and conditions of this contract:

I. **Place of work:** The Caregiver shall render services at _____ (Address of the care recipient/residence /nursing/care facility)

II. **Duration of employment:** This employment contract shall be effective for a period of ____ (year), starting on _____ and ending on _____, unless earlier terminated in accordance with Republic Act No. 11965, the Labor Code, as amended, and this implementing rules and regulations.

III. **Type of work arrangement:** ____ Live-in ____ Live-out

IV. **Duties and responsibilities of the Caregiver:** (Check all applicable)

<input type="checkbox"/>	(a) Assist clients with simple and safe exercises taught by a duly licensed rehabilitation science specialist;
<input type="checkbox"/>	(b) Provide some basic health-related services, such as checking the client's vital signs including pulse rate, temperature, respiration rate, blood pressure, and oxygen saturation;
<input type="checkbox"/>	(c) Assist clients with simple and safe exercises taught by a duly licensed rehabilitation science specialist;
<input type="checkbox"/>	(d) Assist in the administration of home oral and topical medications as prescribed by a physician;

	(e) Advise clients and their families on cleanliness and household tasks;
	(f) Accompany clients to appointments with doctors or on other errands related to health care, support, and assistance;
	(g) Assist in housekeeping tasks related to health care, support, assistance within the client's room;
	(h) Assist in the preparation of the client's food in accordance with health-related needs;
	(i) Other tasks directly related to the healthcare, support, and assistance of clients. <i>Please specify:</i> _____ _____

V. Terms and Conditions of Work:

1. Compensation:

- a. Regular work hour is from ____ to ____, (____hrs/day, ____ days/week);
- b. The Caregiver shall be entitled to a Rest day every _____.
- c. Salary/Compensation:
 - i. The Caregiver shall receive a monthly salary of _____ (Php_____)
 - ii. Payment of salary shall be made every ____ and ____ day of every month.
 - iii. The Caregiver shall be entitled to overtime pay for services rendered beyond regular hours of work or as maybe required by law;
 - iv. 13th month pay, as provided by law;
 - v. The Caregiver shall be entitled to an annual leave of ____ days.
 - vi. The Caregiver shall be entitled to other benefits as may be provided under Republic Act No. 11965.

3. **Allowable deduction of salary:** Statutory deductions (such as SSS, PhilHealth, and Pag-IBIG contributions). Authorized deductions consented by the caregiver, such as:

4. **Board, Lodging, and Medical Assistance.** In both live-in and live-out work arrangements, the Employer shall ensure that the Caregiver are provided with the following:

- i. Privacy;
- ii. Respect for religious beliefs and cultural practices; and
- iii. Access to basic medical assistance in case of illness or injury sustained arising out of caregiver's employment.

(Choose one)

- For live-in caregivers, the employer shall also provide decent sleeping quarters, adequate board and lodging, and accessible sanitary facilities.
- For live-out caregivers, the employer shall provide the caregiver access to sanitary facilities and a designated space for rest during rest and scheduled breaks.

5. Other benefits, if any:

VI. Termination of Contract: Either party may terminate this employment contract based on just or authorized cases as provided for under Republic Act. No. 11965 and the Labor Code, as amended, and their implementing rules and regulations.

VII. Dispute Resolution: All labor-related disputes shall be filed at the regional office or the appropriate agency, bureau, or office of the DOLE having jurisdiction over the workplace without prejudice to the filing of civil or criminal action in appropriate cases.

If efforts at conciliation and mediation fail, and there is no agreement to submit the case for voluntary arbitration, the dispute shall be filed before the labor arbiter of the National Labor Relations Commission (NLRC), pursuant to the Labor Code of the Philippines, as amended, and its implementing rules and regulations.

In witness whereof, we hereby sign this contract on this _____ day of _____ at _____, Philippines.

Employee's Signature over Printed Name

Employer's Signature over Printed Name

Date Signed

Date Signed

Witness' Signature over Printed Name

Witness' Signature over Printed Name