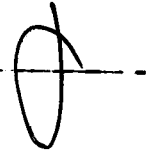


NINETEENTH CONGRESS OF THE )  
REPUBLIC OF THE PHILIPPINES )  
Second Regular Session )

23 DEC -5 P12 :25

SENATE  
S. No. 2505

RECEIVED BY: \_\_\_\_\_



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Prepared by the Committees on Labor, Employment and Human Resources Development; and Public Information and Mass Media, with Senators Padilla, Lapid, and Estrada as authors thereof.

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**AN ACT  
PROTECTING THE WELFARE OF WORKERS IN THE MOVIE AND  
TELEVISION INDUSTRY**

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

- 1           Section 1. *Short Title.* – This Act shall be known as the "*Eddie Garcia Law*".
- 2           Sec. 2. *Declaration of Policy.* – It is the declared policy of the State to accord
- 3 full protection to labor and promote full employment and equality of employment
- 4 opportunities for all. The State recognizes the economic, social, and cultural
- 5 contributions to nation-building of workers in the movie and television industry.
- 6 Towards this end, the State should continually review the working conditions to ensure
- 7 that workers are provided opportunities for gainful employment or work engagements
- 8 and decent income, and are protected from abuse, harassment, hazardous working
- 9 conditions, and economic exploitation.
- 10          Sec. 3. *Coverage.* – This Act applies to all workers engaged in the movie and
- 11 television industry.
- 12          Sec. 4. *Definition of Terms.* – As used in this Act, the term:
- 13          a) *Employer or principal* refers to a person, group of persons, or an entity that
- 14             engages or hires the services of a worker in the movie and television
- 15             industry;

- 1           b) *Force majeure* refers to an unforeseeable or unavoidable event that  
2           interrupts a television or movie production and prevents workers from  
3           fulfilling their obligations relative to the production;
- 4           c) *Lock-in* refers to a condition or instruction where a movie and television  
5           production requires the workers to remain within workplace for twenty-four  
6           (24) hours or more on a continuous basis;
- 7           d) *Movie and television industry* refers to any market of sound and visual  
8           components primarily produced, distributed, and exhibited for commercial  
9           purposes in movie and television including any related digital medium. It  
10          includes, but is not limited to movie and television network stations,  
11          production outfits, airtime contractors, and other necessary and related  
12          industry activities and services;
- 13          e) *Worker* refers to any person engaged or hired by the employer or principal  
14          to render services involving the production, distribution, and exhibition of  
15          movie and television content; and
- 16          f) *Workplace* refers to any location under the direct or indirect control of the  
17          employer or principal where the movie and television content is produced  
18          and where workers need to be present or to go to by reason of their work.

19          **Sec. 5. *Protection of Workers.*** – The worker shall be protected by their  
20          employers or principal in the workplace, and shall implement the hours of work, wages  
21          and other wage-related benefits, social security and welfare benefits, basic necessity,  
22          health and safety, working conditions and standards, and insurance, as provided in  
23          this Act.

24          **Sec. 6. *Agreement or Employment Contract.*** – The worker and the employer or  
25          principal shall execute an agreement or an employment contract in a language or  
26          dialect understood by both parties before the commencement of service.

27          **Sec. 7. *Content of the Agreement or Employment Contract.*** – The employer or  
28          principal shall provide the worker a copy of the duly signed contract which shall include  
29          the following:

- 30          a) Job position and status;  
31          b) Job description;  
32          c) Period of employment or service;

- 1 d) Details of compensation and other workers' benefits including rate, method,
- 2 and schedule of payment;
- 3 e) Authorized deductions, if any;
- 4 f) Hours of work and proportionate additional payment or overtime pay;
- 5 g) Board, lodging, and medical attention;
- 6 h) Workers' grievance mechanism;
- 7 i) Employer's or principal's policies; and
- 8 j) Any other lawful condition agreed upon by both parties.

9 Lack of verification or acknowledgement from a notary public does not affect  
10 the validity or enforceability of the agreement or employment contract.

11 *Sec. 8. Non-Discrimination Against Workers.* – No agreement or employment  
12 contract shall discriminate against a worker who has contracts or projects with other  
13 production outfits unless exclusivity is specified in the contract.

14 *Sec. 9. Hours of Work.* – The hours of work of the worker shall be based on  
15 the terms and conditions set in the agreement or employment contract and other  
16 stipulations thereto signed with the employer or principal. The following terms and  
17 conditions are deemed written in the agreement or employment contract:

18 a) The normal work hours shall be eight (8) hours a day, which can be  
19 extended to a maximum of fourteen (14) hours, exclusive of meal periods.  
20 In no case shall the total number of work hours be more than sixty (60)  
21 hours in a week. It shall be applicable to all workers, except for the  
22 following:

23 (i) Workers aged sixty (60) years and above who shall be allowed, under  
24 exceptional circumstances as defined by the Tripartite Council, to  
25 work beyond eight (8) hours but in no case exceeding fourteen (14)  
26 hours: *Provided,* That said worker voluntarily executes a separate  
27 agreement in the proper form prescribed by the Department of Labor  
28 and Employment (DOLE); and

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

- 1           b) Work hours include waiting time where the worker is required to stay within  
2           the premises of the workplace.
- 3           c) The time during which the worker is required to work, including time spent  
4           on ocular work, pre-production, and post-production activities are  
5           considered work hours and are compensable.
- 6           d) If a scheduled shoot is cancelled less than eight (8) hours immediately  
7           preceding its approved schedules, all workers engaged for the day shall be  
8           compensated. Workers may not be compensated in cases of cancellation  
9           due to *force majeure*.
- 10          e) Work rendered beyond eight (8) hours shall be compensable with overtime  
11          pay and other benefits provided under existing laws, unless a more  
12          favorable rate or fee is stipulated in the contract.
- 13          f) A night shift premium of not less than ten percent (10%) of worker's wage  
14          for each hour of work performed between 10:00 p.m. and 6:00 a.m.,  
15          unless a more favorable rate or fee is stipulated in the contract.
- 16          g) Travel to and from out-of-town projects shall be compensable: *Provided,*  
17          That the worker cannot gainfully utilize the travel time for one's own  
18          personal purpose, need or benefit.
- 19          h) The employer or principal shall provide a rest period of not less than ten  
20          (10) hours between the end of work on one day and the beginning of work  
21          on the next day excluding travel time. This also applies to locked-in shoots.
- 22          i) The employer or principal shall give notice to the worker of any  
23          engagement related to the contracted service not less than twenty-four  
24          (24) hours ahead of the schedule.

25          Sec. 10. *Transportation Expenses.* – Transportation expenses or transport  
26          services, whichever is applicable, to and from out-of-town projects shall be at the  
27          expense of the employer or principal.

28          Sec. 11. *Wages.* – The minimum wage of a worker shall not be less than the  
29          applicable minimum wage in the region where the worker is hired. Wages shall be  
30          paid on time, as agreed upon in the contract, directly to the worker. The employer or  
31          principal shall not make any deductions from the wages unless otherwise required or  
32          allowed by law. The employer or principal shall at all times provide the worker with a

1 copy of the pay slip containing the amount paid, and indicating all deductions made,  
2 if any.

3       Sec. 12. *Social Security and Welfare Benefits.* – The worker shall be covered by  
4 the Social Security System (SSS), the Home Development Mutual Fund or the Pag-  
5 IBIG Fund, and the Philippine Health Insurance Corporation (PhilHealth).

6       The payment of SSS, Pag-IBIG Fund, and PhilHealth monthly contributions shall  
7 be jointly shared by the worker and the employer or principal, when applicable, in  
8 accordance with existing rules and regulations. In the case of independent contractor,  
9 he or she shall be solely responsible for the payment of premiums. The worker shall  
10 also be entitled to retirement benefits as provided under Republic Act No. 11199,  
11 otherwise known as the "*Social Security Act of 2018*", and other existing laws.  
12 Coverage with the insurance, retirement, and other benefits provided by the SSS, Pag-  
13 IBIG Fund, and PhilHealth shall not preclude employers or principals from providing  
14 social welfare benefits to the worker as may be agreed upon in the Tripartite Council.

15       Sec. 13. *Basic Necessities.* – The employer or principal shall provide for the  
16 basic necessities of the worker as follows:

- 17       a) Adequate and nutritious meals, in due consideration to the workers' health  
18       and religion;
- 19       b) Sufficient and readily accessible supply of safe drinking water;
- 20       c) Accessible, clean, enclosed, person-with-disability (PWD)-friendly and  
21       gender-considerate toilets with sanitary facilities whether on location or not.  
22       The number of comfort facilities for a given number of workers shall be in  
23       conformity with the requirements of the Department of Health unless the  
24       location is found in areas where no such facilities are available;
- 25       d) Private and gender-sensitive dressing rooms, whether on location or not,  
26       with adequate provisions for the proper safekeeping of the workers'  
27       valuables;
- 28       e) Safe, clean, comfortable, and properly ventilated holding areas with  
29       emergency exits;
- 30       f) Free, safe, and adequate accommodation if services are required to be  
31       rendered in an out-of-town location; and
- 32       g) Dedicated vehicles for emergency purposes in the production.

1           Sec. 14. *Standard of Treatment.* – The employer or principal shall not subject  
2 or allow the workers to be subjected to any kind of abuse, physical violence or  
3 harassment, or any act that degrades the dignity of the worker. The employer or  
4 principal shall set in place policies, rules, and regulations to prevent sexual harassment  
5 in the workplace in conformity with the provisions of Republic Act No. 7877 or the  
6 "*Anti-Sexual Harassment Act of 1995*", Republic Act No. 11313 or the "*Safe Spaces*  
7 *Act*", and Republic Act No. 11036 or the "*Mental Health Act*". Such policies, rules, and  
8 regulations shall include procedures for the resolution of any conflict involving sexual  
9 harassment.

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

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

22           The DOLE shall initiate and oversee, in coordination with workers' organizations  
23 and groups, employers or principals, agencies, and field experts, the formulation,  
24 production, and distribution of the said manual.

25           Notwithstanding, the provisions of the contract between the employer or  
26 principal and a contractor or subcontractor, if any, the provisions of relevant  
27 occupational safety and health legislation and regulations shall apply.

28           The employer or principal, or contractor / subcontractor, shall regularly submit  
29 the required occupational safety and health reports, including timely notification of  
30 production location and schedule to the DOLE regional office with jurisdiction over the  
31 area where the workplace is located.

1           Sec. 16. *Employment of Minors.* – The employer or principal shall strictly adhere  
2 to the provisions of Republic Act No. 7610 or the "*Special Protection of Children*  
3 *Against Child Abuse, Exploitation and Discrimination Act*" and Republic Act No. 9231  
4 or the "*Elimination of the Worst Forms of Child Labor and Affording Stronger Protection*  
5 *for the Working Child Act*".

6           Sec. 17. *Insurance.* – All workers shall be adequately insured by the employer  
7 or principal for work-related accidents or death in every movie and television  
8 production.

9           Sec. 18. *Duties and Responsibilities of the Employer or Principal.* – It is hereby  
10 declared to be the duty of the employer or principal of the movie and television  
11 industry to:

- 12           a) Comply with the laws, rules and regulations regarding occupational safety  
13           and health in every movie and program being produced;
- 14           b) Promote safety and provide safe working conditions;
- 15           c) Provide and maintain at all workplaces any first aid and medical supplies  
16           and services;
- 17           d) Only engage workers who are appropriately trained to perform their jobs;
- 18           e) Ensure all workers who may be affected by a potential hazard are made  
19           aware of the existence of the hazard to which they may be exposed in the  
20           course of production, as well as other safety and health concerns;
- 21           f) Ensure all sets and locations have been properly assessed for any potential  
22           safety and health issues and proper remedies and safeguards are  
23           implemented to deal with any of these issues;
- 24           g) Ensure all environmental or structural hazards identified are addressed and  
25           corrected;
- 26           h) Ensure the use of proper safeguards and means of personal protection,  
27           including a careful check of all new and relocated equipment before it is  
28           placed in operation;
- 29           i) Require that any necessary safety equipment and protective devices are  
30           being used or worn;
- 31           j) Provide safety information which should include, but may not be limited to  
32           emergency numbers of nearest hospital, fire station and similar

1 establishments; emergency personnel in the workplace; and location of  
2 safety, fire and first aid equipment; and

3 k) Conduct a two (2) to five (5) -minute meeting with all workers every start  
4 of the shooting day to define safety and health issues.

5 *Sec. 19. Right to Self-organization and Collective Bargaining.* – Workers in the  
6 movie and television industry shall have the right to form, join, or assist in the  
7 formation of a labor organization of their own choosing for purposes of collective  
8 bargaining, for mutual aid benefit, and to engage in concerted activities which are not  
9 contrary to law.

10 *Sec. 20. Prohibition on Cabo System.* – Any person, group of persons, or labor  
11 group acting as a labor contractor or engaging in the “cabo” system, or otherwise  
12 engaging in any activity prohibited by law, shall constitute grounds for cancellation of  
13 its registration.

14 *Sec. 21. Settlement of Disputes.* – All labor-related disputes that arises from  
15 employer-employee relationship shall be elevated to the DOLE regional office with  
16 jurisdiction over the workplace. In cases of independent contractors, any dispute shall  
17 be resolved by the trial courts having jurisdiction therein.

18 *Sec. 22. Movie and Television Industry Tripartite Council.* – There shall be  
19 created a Movie and Television Industry Tripartite Council to be established by the  
20 DOLE that shall serve as a link among various stakeholders such as employers or  
21 principals and workers in the movie and television industry. It shall also provide a  
22 platform for the employers or principals and workers to represent their respective  
23 groups in the crafting of policy decisions that will affect them and the industry as a  
24 whole, and serve as an avenue to express their aspirations, present their programs or  
25 bridge gaps in cases of conflict among them, subject to the accreditation of the DOLE.

26 *Sec. 23. Rights to Remuneration.* – The rights of a worker over intellectual  
27 property, consisting of the worker’s performance on all movie and television  
28 production, shall at all times be protected and secured under this Act, pursuant to the  
29 provisions of Republic Act 8293 or the “*Intellectual Property Code of the Philippines*”,  
30 as amended. Contracts or engagement agreements may stipulate that the worker  
31 transfers exclusive intellectual property rights in favor of the employer or principal.  
32 Unless otherwise stipulated or provided in the contract between the worker and the



1 employer or principal, a worker shall enjoy additional remuneration consistent with  
2 Section 206 of Republic Act No. 8293 for every subsequent use or broadcasting of  
3 such performance or intellectual property.

4 *Sec. 24. Information and Education Campaign.* – The Intellectual Property  
5 Office of the Philippines, DOLE, and the Philippine Information Agency, and other  
6 pertinent national government agencies shall implement and initiate the information  
7 and education campaign on the protection of the intellectual property rights of workers  
8 in the movie and television industry, as enshrined in Republic Act No. 8293 or the  
9 “*Intellectual Property Code of the Philippines*”.

10 *Sec. 25. Effect on Existing Company Policies and Contracts or Collective*  
11 *Bargaining Agreements (CBAs).* – The minimum benefits provided in this Act shall be  
12 without prejudice to any existing company policy, contract or CBA providing better  
13 terms and conditions of employment.

14 *Sec. 26. Implementing Rules and Regulations.* – Within ninety (90) days from  
15 the effectivity of this Act, the Secretary of the DOLE, in consultation with concerned  
16 government agencies, non-government organizations, and other stakeholders, shall  
17 promulgate the necessary rules and regulations for the effective implementation of  
18 this Act.

19 *Sec. 27. Separability Clause.* – If any provision of this Act is held  
20 unconstitutional, the remainder thereof not otherwise affected shall remain in full force  
21 and effect.

22 *Sec. 28. Repealing Clause.* – All laws, decrees, executive orders, rules and  
23 regulations and other issuances or parts thereof which are inconsistent with this Act  
24 are hereby repealed, amended or modified accordingly.

25 *Sec. 29. Effectivity Clause.* – This Act shall take effect after fifteen (15) days  
26 following the completion of its publication either in the *Official Gazette*, or in a  
27 newspaper of general circulation.

*Approved,*