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

**EIGHTEENTH CONGRESS**  
*Second Regular Session*

**HOUSE BILL NO. 7762**

(in substitution of House Bills Numbered 81, 181, 1019, 1766, 4875, 5596, 6157 and 6549)

Introduced by Representatives Ronnie L. Ong, Alfred C. Delos Santos, Michael Odyon L. Romero, Precious Hipolito Castelo, Luis Raymund "LRay" F. Villafuerte Jr., Rufus B. Rodriguez, John Marvin "Yul Servo" C. Nieto, Edward Vera Perez Maceda, Dale "Along" R. Malapitan, Eric M. Martinez, Rolando M. Valeriano, Christopher V.P. De Venecia, Ferdinand R. Gaito, Carlos Isagani T. Zarate, Eufemia "Ka Femia" C. Cullamat, Arlene D. Brosas, France L. Castro, Sarah Jane I. Elago, Joy Myra S. Tambunting, Eric L. Olivarez, Adriano A. Ebcas, "Kuya" Jose Antonio R. Sy-Alvarado, Deogracias Victor "DV" Savellano, Shernee A. Tan, Vilma Santos Recto, Enrico A. Pineda, Raymond Democrito C. Mendoza, Michael Edgar Y. Aglipay, Fernando T. Cabredo, Rowena Niña O. Taduran, Cheryl P. Deloso-Montalla, Virgilio S. Lacson, Alfredo D. Vargas, Aurelio "Dong" D. Gonzales Jr., Rose Marie "Baby" J. Arenas, Mark O. Go, Ma. Theresa V. Collantes, Maria Fe R. Abunda, Ruth Mariano-Hernandez, Marisol C. Panotes, Leonardo L. Babasa Jr., Francisco "Kiko" B. Benitez, Dahlia A. Loyola, Jose Christopher Y. Belmonte and Geraldine B. Roman

**AN ACT**

**INSTITUTING POLICIES FOR THE PROTECTION AND PROMOTION OF THE WELFARE OF WORKERS OR INDEPENDENT CONTRACTORS IN THE FILM, TELEVISION, AND RADIO ENTERTAINMENT 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 Act*".  
2  
3 **SEC. 2. Declaration of Policy.** – The State recognizes the economic, social and cultural  
4 contributions to nation-building of workers or independent contractors in the film, television, and  
5 radio entertainment industry. Towards this end, the State should continually review working  
6 conditions to ensure that workers are provided opportunities for gainful employment and decent  
7 income, and are protected from abuse, harassment, hazardous working conditions, and economic  
8 exploitation.  
9  
10 **SEC. 3. Coverage.** – This Act applies to all workers or independent contractors engaged in the  
11 film, television, and radio entertainment industry.

1 **SEC. 4. Definition of Terms.** – As used in this Act:  
2

- 3 a) *Employer or principal* refers to a person, group of persons or an entity that engages or hires  
4 the services of a worker or independent contractor in the film, television, and radio  
5 entertainment industry.  
6  
7 b) *Film, television, and radio entertainment industry* refers to any market of sound and visual  
8 components primarily produced, distributed, and exhibited for commercial purposes in film,  
9 television, and radio, including any related digital medium.  
10  
11 c) *Force majeure* refers to an unforeseeable or unavoidable event that interrupts a film,  
12 television, or radio entertainment production and prevents workers or independent  
13 contractors from fulfilling their obligations relative to the production.  
14  
15 d) *Lock-in* refers to a condition where a film, television, and radio entertainment production  
16 requires the workers or the independent contractors to stay within a set or location site for  
17 twenty-four (24) hours or more on a continuous basis.  
18  
19 e) *Out of town shoot* refers to a set, location, or a distance to be determined by the Tripartite  
20 Council under Section 17 of this Act.  
21  
22 f) *Worker or independent contractor* refers to any person engaged or hired by the employer or  
23 principal to render services involving the production, distribution, and exhibition of film,  
24 television, and radio entertainment content. A worker or independent contractor shall be  
25 governed by the provisions of the Civil Code on contracts and other applicable laws, but not  
26 lower than the standards provided under *Presidential Decree No. 442, or the Labor Code of*  
27 *the Philippines*, as amended  
28  
29 g) *Workplace* refers to any location under the direct or indirect control of the employer or  
30 principal where the film, television, and radio entertainment content is produced and where  
31 workers or independent contractors need to be present or to go to by reason of their work.  
32

33 **SEC. 5. Agreement or Employment Contract.** – The worker or independent contractor and  
34 the employer or principal shall execute an agreement or an employment contract in a language  
35 or dialect understood by both parties before the commencement of service. The employer or  
36 principal shall provide the worker or independent contractor a copy of the duly signed contract  
37 which shall include the following:  
38

- 39 a) Job position and status;  
40 b) Job description;  
41 c) Period of employment;  
42 d) Details of compensation and other worker's or independent contractor's benefits  
43 including rate, method and schedule of payment;  
44 e) Authorized deductions, if any;  
45 f) Hours of work and proportionate additional payment or overtime pay;  
46 g) Board, lodging, and medical attention;  
47 h) Code of conduct;  
48 i) Worker's or independent contractor's grievance mechanism;  
49 j) Employer's or principal's policies; and  
50 k) Any other lawful condition agreed upon by both parties.

1 No agreement or employment contract shall discriminate against a worker or independent  
2 contractor who has contracts or projects with other outfits, unless exclusivity is specified in the  
3 contract.  
4

5 **SEC. 6. Hours of Work.** – The hours of work of the worker or independent contractor shall be  
6 based on the terms and conditions set in the employment contract and other stipulations thereto  
7 signed with the employer or principal the contents of which shall be in accordance with the  
8 following:  
9

10 a) The normal work hours shall be eight (8) hours a day, which can be extended to a maximum  
11 of twelve (12) hours, served intermittently or continuously, exclusive of meal periods;  
12 permissible working hours in excess of the normal work hours shall be determined by the  
13 Tripartite Council, except for the following:  
14

15 1) Workers or independent contractors aged sixty (60) and above who shall be allowed,  
16 under exceptional circumstances as defined by the Tripartite Council, to work beyond  
17 twelve (12) hours in any twenty four (24)-hour period; *Provided*, that said workers or  
18 independent contractors voluntarily execute a waiver in the proper form prescribed  
19 by the Department of Labor and Employment (DOLE); and  
20

21 2) Minors whose working hours shall be in accordance with the pertinent provisions of  
22 Republic Act No. 9231, or the "*Special Protection of Children Against Child Abuse,*  
23 *Exploitation and Discrimination Act*".  
24

25 In no case shall the total number of work hours be more than sixty (60) hours in a week, with  
26 exceptions thereto to be determined by the Tripartite Council;  
27

28 b) Work hours include "waiting time" where the worker or independent contractor is required to  
29 stay within the premises of the workplace and shall be duly compensated. A worker or  
30 independent contractor working on a scheduled shooting day shall be compensated based  
31 on work hours that shall commence upon one's entry into the workplace and until one's  
32 departure from work. Likewise, all time during which the worker or independent contractor is  
33 required to work, including time spent on ocular work, pre-production and post-production  
34 activities are considered work hours and are compensable. If a scheduled shoot is cancelled  
35 less than twenty-four (24) hours immediately preceding its approved schedule, all on-call  
36 workers or independent contractors engaged for the day who are outside the premises of  
37 the set or location shall likewise be compensated. Workers or independent contractors may  
38 not be compensated in cases of cancellation due to *force majeure*;  
39

40 c) Work rendered beyond eight (8) hours shall be compensable with overtime pay and other  
41 benefits provided under existing laws, unless a more favorable rate or fee is stipulated in the  
42 contract. For work in excess of eight (8) hours performed on ordinary working days, the  
43 worker or the independent contractor is entitled to twenty-five percent (25%) of the hourly  
44 rate or fee, unless a more favorable rate is stipulated in the contract. Additional premium  
45 pay shall be provided on overtime pay performed beyond 10:00 p.m. and during non-  
46 working days such as rest days, special holidays, and regular holidays, unless a more  
47 favorable rate or fee is stipulated in the contract. Every worker or independent contractor  
48 shall likewise be paid a night shift premium of not less than ten percent (10%) of one's  
49 regular wage for each hour of work performed between 10:00 p.m. and 6:00 a.m., unless a  
50 more favorable rate or fee is stipulated in the contract;

1 d) Travel time to and from out-of-town projects shall be compensable. Likewise, travel time to  
2 and from out-of-town or base projects shall be considered compensable working time,  
3 especially if the worker or independent contractor has no choice but to travel as part of one's  
4 work and as required by one's employer or principal; *Provided*, that during the worker's or  
5 independent contractor's travel time, the worker or independent contractor cannot gainfully  
6 utilize the travel time for one's own personal purpose, need or benefit.  
7

8 When a worker or independent contractor travels with the equipment coming from the work  
9 station to the project site and *vice-versa*, travel time is compensable.  
10

11 e) The workers or independent contractors shall be entitled to travel surcharges or transport  
12 services to be provided by the employer or principal, whichever is applicable;  
13

14 f) The employer or principal shall provide a rest period of not less than twelve (12) hours  
15 between the end of work on one day and the beginning of work on the next day excluding  
16 travel time except for locked-in shoots where the rest period shall be determined by the  
17 Tripartite Council; and  
18

19 g) The employer or principal shall give notice to the worker or independent contractor of any  
20 engagement related to the contracted service not less than forty-eight (48) hours ahead of  
21 the schedule.  
22

23 **SEC. 7. Wages.** – The minimum wage of a worker or independent contractor shall not be less  
24 than the applicable minimum wage in the region. Wages shall be paid on time, as agreed upon  
25 in the contract, directly to the worker or independent contractor. The employer or principal shall  
26 not make any deductions from the wages unless otherwise required or allowed by law. The  
27 employer or principal shall at all times provide the worker or independent contractor with a copy  
28 of the pay slip containing the amount paid, and indicating all deductions made, if any.  
29

30 **SEC. 8. Social Security and Welfare Benefits.** – The employee shall be covered by the Social  
31 Security System (SSS), the Home Development Mutual Fund or the Pag-IBIG Fund, and the  
32 Philippine Health Insurance Corporation (PhilHealth) upon employment.  
33

34 The payment of SSS, Pag-IBIG Fund, and PhilHealth monthly contributions shall be jointly  
35 shared by the employee and the employer, when applicable, in accordance with existing rules  
36 and regulations.  
37

38 The employee shall also be entitled to retirement benefits as provided under Republic Act No.  
39 11199, otherwise known as the "*Social Security Act of 2018*", and other existing laws.  
40

41 Coverage with the insurance, retirement and other benefits provided by the SSS, Pag-IBIG  
42 Fund, and PhilHealth shall not preclude employers or principals from providing social welfare  
43 benefits to the worker or independent contractor as may be agreed upon in the Tripartite  
44 Council.  
45

46 **SEC. 9. Basic Necessities.** – The employer or principal shall provide for the basic necessities  
47 of the worker or independent contractor as follows:  
48

49 a) Adequate and nutritious meals shall be provided every six (6) hours from start of work;  
50

- 1 b) Sufficient supply of safe drinking water shall be kept readily accessible to the workers or  
2 independent contractors at all times;  
3  
4 c) Clean, enclosed, person-with-disability (PWD)-friendly and gender-considerate toilets with  
5 sanitary facilities shall be accessed easily, whether on location or not. The number of  
6 comfort facilities for a given number of workers or independent contractors shall be in  
7 conformity with the requirements of the Department of Health;  
8  
9 d) Private dressing rooms, whether on location or not, shall have adequate provisions for  
10 proper safekeeping of the workers' or independent contractors' valuables. There shall be  
11 separate dressing rooms for workers or independent contractors, child workers, and for  
12 each gender;  
13  
14 e) Safe, clean, comfortable and properly ventilated holding areas with emergency exits shall  
15 be available for the workers or independent contractors during location activities;  
16  
17 f) Free accommodation that is safe and adequate shall be provided if services are required to  
18 be rendered in an out-of-town location; and  
19  
20 g) Dedicated vehicle for emergency purposes shall be readily available in the production set.

21  
22 **SEC. 10. Standard of Treatment.** – The employer or principal shall not subject or allow the  
23 worker or independent contractor to be subjected to any kind of abuse, physical violence or  
24 harassment or any act that degrades the dignity of the worker or independent contractor. The  
25 employer or principal shall set in place policies, rules and regulations to prevent sexual  
26 harassment in the workplace in conformity with the provisions of Republic Act No. 7877 or the  
27 "Anti-Sexual Harassment Act of 1995", Republic Act No. 11313 or the "Safe Spaces Act", and  
28 Republic Act No. 11036 or the "Mental Health Act". Such policies, rules and regulations shall  
29 include procedures for the resolution of any conflict involving sexual harassment.  
30

31 **SEC. 11. Health and Safety.** – The employer or principal shall strictly comply with the  
32 occupational safety and health standards provided in Republic Act No. 11058, entitled, "*An Act*  
33 *Strengthening Compliance with Occupational Safety and Health Standards and Providing*  
34 *Penalties for Violations Thereof*", and Section 25 of Republic Act No. 11036, entitled, "*An Act*  
35 *Establishing a National Mental Health Policy for the Purpose of Enhancing the Delivery of*  
36 *Integrated Mental Health Services, Promoting and Protecting the Rights of Persons Utilizing*  
37 *Psychiatric, Neurologic and Psychosocial Health Services, Appropriating Funds Therefor, and*  
38 *for Other Purposes*.  
39

40 In addition, the occupational safety and health (OSH) officer of the employer or principal shall  
41 conduct a risk assessment of the workplace or location of production to identify and eliminate or  
42 control any potential hazard to the film, television, and radio entertainment workers or  
43 independent contractors and shall use the appropriate safety manual for the industry.  
44

45 The DOLE shall initiate and oversee, in coordination with film, television, and radio  
46 entertainment workers' or independent contractors' organizations and groups, employers or  
47 principals, agencies, and field experts, the formulation, production, and distribution of the said  
48 manual.  
49

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

4 The employer or principal shall regularly submit the required occupational safety and health  
5 reports, including timely notification of production location and schedule to the DOLE regional  
6 office with jurisdiction over the area where the workplace is located.

7  
8 **SEC. 12. *Employment of Minors.*** – The employer or principal shall strictly adhere to the  
9 provisions of Republic Act No. 7610 or the "*Special Protection of Children Against Child Abuse,*  
10 *Exploitation and Discrimination Act*", and Republic Act No. 9231 or the "*Elimination of the Worst*  
11 *Forms of Child Labor and Affording Stronger Protection for the Working Child Act*".

12  
13 **SEC. 13. *Insurance.*** – All workers or independent contractors shall be adequately insured by  
14 the employer or principal for work-related accidents or death in every film, television, and radio  
15 entertainment production.

16  
17 **SEC. 14. *Right to Self-organization and Collective Bargaining.*** – Workers or independent  
18 contractors in the film, television, and radio entertainment industry shall have the right to form,  
19 join, or assist in the formation of a labor organization of their own choosing for purposes of  
20 collective bargaining, for mutual aid benefit, and to engage in concerted activities which are not  
21 contrary to law.

22  
23 **SEC. 15. *Prohibition on Cabo System.*** – Any person, group of persons, or labor group acting  
24 as a labor contractor or engaging in the "*Cabo*" system, or otherwise engaging in any activity  
25 prohibited by law, shall constitute grounds for cancellation of union organization's registration.

26  
27 **SEC. 16. *Settlement of Disputes.*** – All labor-related disputes shall be elevated to the DOLE  
28 regional office with jurisdiction over the workplace.

29  
30 **SEC. 17. *Film, Television, and Radio Entertainment Industry Tripartite Council.*** – The  
31 DOLE shall initiate the creation of the Film, Television, and Radio Entertainment Industry  
32 Tripartite Council that shall serve as a link among various stakeholders such as employers or  
33 principals, workers or independent contractors, cinematographers, artists, directors, assistant  
34 directors, composers and writers, production designers, animators, talent managers,  
35 videographers, photographers, digital radio technology experts, television and radio  
36 entertainment, radio drama casts, digital creators, make-up artists, professional speakers, stunt  
37 persons, camera men, background performers, and non-government organizations concerned  
38 with labor issues. It shall also provide the film, television, and radio entertainment industry with a  
39 platform for the employers or principals and workers or independent contractors to represent  
40 their respective groups in the crafting of policy decisions that will affect them and the industry as  
41 a whole, and serve as an avenue to express their aspirations, present their programs or bridge  
42 gaps in cases of conflict among them, subject to the accreditation of the DOLE.

43  
44 **SEC. 18. *Rights to Remuneration***– The rights of a performer over intellectual property,  
45 consisting of the performer's performance on all film, radio or television production, shall at all  
46 times be protected and secured under this Act, pursuant to the provisions of Republic Act 8293  
47 or the Intellectual Property Code, as amended. Contracts or engagement agreements may  
48 stipulate that the performer transfers exclusive intellectual property rights in favor of the  
49 employer or principal: *Provided*, that a performer shall enjoy the inalienable right to participate

1 in the gross proceeds of any subsequent use or broadcasting of such performance or intellectual  
2 property to the extent of five percent (5%) as additional remuneration.

3 **SEC. 19. *Information and Education Campaign.*** – The Intellectual Property Office of the  
4 Philippines, DOLE, and the Philippine Information Agency, and other pertinent national  
5 government agencies shall implement and initiate the information and education campaign on  
6 the protection of the intellectual property rights of workers or independent contractors in the film,  
7 television, and radio entertainment industry, as enshrined in Republic Act No. 8293 or the  
8 “*Intellectual Property Code of the Philippines.*”

9  
10 **SEC. 20. *Effect on Existing Company Policies and Contracts or Collective Bargaining***  
11 ***Agreements (CBAs).*** – The minimum benefits provided in this Act shall be without prejudice to  
12 any existing company policy, contract or CBA providing better terms and conditions of  
13 employment.

14  
15 **SEC. 21. *Implementing Rules and Regulations.*** – Within ninety (90) days from the effectivity  
16 of this Act, the Secretary of the DOLE, in consultation with stakeholders, concerned government  
17 agencies, and non-government organizations shall promulgate the necessary rules and  
18 regulations for the effective implementation of this Act.

19  
20 **SEC. 22. *Separability Clause.*** – If any provision or part of this Act is declared invalid or  
21 unconstitutional, the remaining parts or provisions not affected shall remain in full force and  
22 effect.

23  
24 **SEC. 23. *Repealing Clause.*** – All laws, decrees, executive orders, issuances, rules and  
25 regulations or parts thereof inconsistent with the provisions of this Act are hereby repealed or  
26 modified accordingly.

27  
28 **SEC. 24. *Effectivity.*** – This Act shall take effect fifteen (15) days after its publication in  
29 the *Official Gazette* or in a newspaper of general circulation.

*Approved,*