

ผนวก ๑

ประมวลกฎหมายแรงงานของประเทศฟิลิปปินส์ เฉพาะบทบัญญัติว่าด้วยการจ้างลูกจ้างซึ่งทำงาน
เกี่ยวกับงานบ้าน (The Labour Code of the Philippines : Book III Title III Working
Conditions for Special Groups of Employees Chapter III
Employment of Househelpers)

Chapter III

EMPLOYMENT OF HOUSEHELPERS

ART. 141. *Coverage.* - This Chapter shall apply to all persons rendering services in households for compensation.

"Domestic or household service" shall mean service in the employer's home which is usually necessary or desirable for the maintenance and enjoyment thereof and includes ministering to the personal comfort and convenience of the members of the employer's household, including services of family drivers.

ART. 142. *Contract of domestic service.* - The original contract of domestic service shall not last for more than two (2) years but it may be renewed for such periods as may be agreed upon by the parties.

ART. 143. *Minimum wage.* - (a) Househelpers shall be paid the following minimum wage rates:

- (1) Eight hundred pesos (P800.00) a month for househelpers in Manila, Quezon, Pasay, and Caloocan cities and municipalities of Makati, San Juan, Mandaluyong, Muntinlupa, Navotas, Malabon, Parañaque, Las Piñas, Pasig, Marikina, Valenzuela, Taguig and Pateros in Metro Manila and in highly urbanized cities;
- (2) Six hundred fifty pesos (P650.00) a month for those in other chartered cities and first-class municipalities; and
- (3) Five hundred fifty pesos (P550.00) a month for those in other municipalities.

Provided, That the employers shall review the employment contracts of their househelpers every three (3) years with the end in view of improving the terms and conditions thereof.

Provided, further, That those househelpers who are receiving at least One thousand pesos (P1,000.00) shall be covered by the Social Security System (SSS) and be entitled to all the benefits provided thereunder. (As amended by Republic Act No. 7655, August 19, 1993).

ART. 144. *Minimum cash wage.* - The minimum wage rates prescribed under this Chapter shall be the basic cash wages which shall be paid to the househelpers in addition to lodging, food and medical attendance.

ART. 145. *Assignment to non-household work.* - No househelper shall be assigned to work in a commercial, industrial or agricultural enterprise at a wage or salary rate lower than that provided for agricultural or non-agricultural workers as prescribed herein.

ART. 146. *Opportunity for education.* - If the househelper is under the age of eighteen (18) years, the employer shall give him or her an opportunity for at least elementary education. The cost of education shall be part of the househelper's compensation, unless there is a stipulation to the contrary.

ART. 147. *Treatment of househelpers.* - The employer shall treat the househelper in a just and humane manner. In no case shall physical violence be used upon the househelper.

ART. 148. *Board, lodging, and medical attendance.* - The employer shall furnish the househelper, free of charge, suitable and sanitary living quarters as well as adequate food and medical attendance.

ART. 149. *Indemnity for unjust termination of services.* - If the period of household service is fixed, neither the employer nor the househelper may terminate the contract before the expiration of the term, except for a just cause. If the househelper is unjustly dismissed, he or she shall be paid the compensation already earned plus that for fifteen (15) days by way of indemnity.

If the househelper leaves without justifiable reason, he or she shall forfeit any unpaid salary due him or her not exceeding fifteen (15) days.

ART. 150. *Service of termination notice.* - If the duration of the household service is not determined either in stipulation or by the nature of the service, the employer or the househelper may give notice to put an end to the relationship five (5) days before the intended termination of the service.

ART. 151. *Employment certification.* - Upon the severance of the household service relation, the employer shall give the househelper a written statement of the nature and duration of the service and his or her efficiency and conduct as househelper.

ART. 152. *Employment record.* - The employer may keep such records as he may deem necessary to reflect the actual terms and conditions of employment of his househelper, which the latter shall authenticate by signature or thumbmark upon request of the employer.