TO: All Filipino Seamen, Manning Agencies, Shipowners and Principals Hiring Filipino Seamen.

SUBJECT: REVISED STANDARD EMPLOYMENT CONTRACT GOVERNING THE EMPLOYMENT OF ALL FILIPINO SEAMEN ON BOARD OCEAN-GOING VESSELS.

Upon the recommendation of a Tripartite Technical Working Group and the Seafarers Consultative Committee, following a series of discussions among representatives of manning associations, seamen’s organizations, POEA and other government agencies, the amendments to the employment contract governing the employment of Filipino Seamen on board ocean-going vessels are hereby adopted and approved. The attached revised employment contract shall henceforth govern the overseas employment of Filipino seamen on board ocean-going vessels within 90 days from the publication of said contract in a local newspaper of general circulation.

Please be informed that except for the following provisions, all other amendments were improvements in style, syntax, and grammar for a clearer and more precise presentation of the terms and conditions of the contract:

1. The seaman binds himself to the following:
   a. to faithfully comply with and observe the terms and conditions of this contract, VIOLATION OF WHICH SHALL BE SUBJECT TO DISCIPLINARY ACTION PURSUANT TO APPENDIX 2 OF THIS CREW CONTRACT.
   b. TO ABIDE BY THE CODE OF DISCIPLINE AS PROVIDED FOR IN THE POEA RULES & REGULATIONS GOVERNING OVERSEAS CONTRACT WORKERS.
   c. WHERE HE FEELS ABDRIEVED, TO OBSERVE THE GRIEVANCE PROCEDURE OUTLINED IN SECTION F OF THIS CREW CONTRACT.
2. Wages:

The seaman shall be entitled to payment of his BASIC wages as stated in Column E of this Crew Contract effective UPON DEPARTURE FROM AND UP TO HIS ARRIVAL IN MANILA.

3. Duration of Contract:

THE PERIOD OF EMPLOYMENT SHALL BE FOR A FIXED PERIOD BUT IN NO CASE TO EXCEED 12 MONTHS AND SHALL BE STATED IN THE CREW CONTRACT. ANY EXTENSION OF THE CONTRACT PERIOD SHALL BE SUBJECT TO THE MUTUAL CONSENT OF THE PARTIES.

4. Grievance Machinery:

The seaman shall make his grievance IN WRITING and in an orderly manner and shall choose a time when his complaint or grievance can be properly heard.

5. Termination of Employment:

a. The employment of the seaman shall cease on expiration of the contract period indicated in the Crew Contract unless the Master and the Seaman, by mutual consent, IN WRITING, agree to an early termination IN WHICH CASE THE SEAMAN IS ENTITLED TO EARNED WAGES AND BENEFITS ONLY.

b. If the vessel arrives at a convenient port before the expiration of engagement period, the master/employer may repatriate the seaman from such port provided the unserved portion of the Contract is not more than one (1) month. The seaman shall be entitled only to this earned wages and earned leave pay, AND TO HIS BASIC WAGES CORRESPONDING TO THE UNSERVED PORTION OF THE CONTRACT, unless within 60 days from disembarkation, the seaman is rehired at the same rate and position, in which case the seaman shall be entitled only to his earned wages and earned leave pay.
6. Overtime and Holidays:

a. Any hours of work or duty including hours of watchkeeping performed by the seaman on DESIGNATED REST DAYS and Holidays SHALL BE PAID REST DAY OR HOLIDAY PAY. The following shall be considered as holidays at sea and in port:

    New Year’s Day - January 1
    Maundy Thursday - movable date
    Good Friday - movable date
    Araw ng Kagitingan -
    (Bataan & Corregidor Day) - April 9
    Labor Day - May 1
    Independence Day - June 12
    Nat'l Heroes Day - Last Sunday of August
    Bonifacio Day - November 30
    Christmas Day - December 25
    Rizal Day - December 30

b. Overtime work may be compensated at THE FOLLOWING RATES:

1). BASIC MONTHLY SALARY
   --------------------------- X 125%
   208 hours

2). FIXED OVERTIME - NOT LESS THAN 30% OF THE BASIC MONTHLY SALARY OF THE SEAMEN FOR A MAXIMUM OVERTIME NOT TO EXCEED 90 HOURS PER MONTH. OVERTIME WORK IN EXCESS OF 90 HOURS A MONTH SHALL BE COMPENSATED AT THE OPEN OVERTIME RATE.

THE FIXED RATE OVERTIME SHALL INCLUDE OVERTIME WORK PERFORMED ON DESIGNATED REST DAYS AND HOLIDAYS.

7. Compensation and Benefits:

a. In case of death of the seaman during the term of his Contract, the employer shall pay his beneficiaries the PHILIPPINE CURRENCY EQUIVALENT TO THE AMOUNT OF:

   a. US$15,000 for master and chief engineers;
   b. US$13,000 for other officers including radio operators and master electricians;
   c. US$11,000 for ratings
AT THE EXCHANGE RATE PREVAILING DURING THE TIME OF PAYMENT.

WHERE THE DEATH IS CAUSED BY WARLIKE ACTIVITY WHILE SAILING WITHIN A DECLARED WARZONE OR WAR RISK AREA, THE COMPENSATION PAYABLE SHALL BE DOUBLED PER CATEGORY. THE EMPLOYER SHALL UNDERTAKE APPROPRIATE WAR ZONE INSURANCE COVERAGE FOR THIS PURPOSE.

b. It is understood and agreed that the benefits mentioned above shall be separate and distinct from, and will be in addition to whatever benefits which the seaman is entitled to under Philippine laws from the Social Security System, Overseas Workers Welfare Administration and Pag-IBIG. In addition, the employer shall assume any and all hospitalization expenses incurred by the seaman.

c. IN ALL CASES, THE EMPLOYER SHALL PAY THE BENEFICIARIES OF SEAMEN THE PHILIPPINE CURRENCY EQUIVALENT TO THE AMOUNT OF US$1,000 FOR BURIAL EXPENSES AT THE EXCHANGE RATE PREVAILING DURING THE TIME OF PAYMENT.

d. The employer shall pay the seaman his basic wages from the time he leaves the vessel for medical treatment. After discharge from the vessel the seaman is entitled to one hundred percent (100%) of his basic wages until he is declared fit to work of the degree of permanent disability has been assessed by the company-designated physician, but in no case shall this period exceed one hundred twenty (120) days. For this purpose, the seaman shall submit himself to a post-employment medical examination by the company-designated physician within THREE WORKING DAYS upon his return EXCEPT WHEN HE IS PHYSICALLY INCAPACITATED TO DO SO, IN WHICH CASE A WRITTEN NOTICE TO THE AGENCY WITHIN THE SAME PERIOD IS DEEMED AS COMPLIANCE. FAILURE OF THE SEAMAN TO COMPLY WITH THE MANDATORY REPORTING REQUIREMENT SHALL RESULT IN HIS FORFEITURE OF THE RIGHT TO CLAIM THE ABOVE BENEFITS.

e. In case of permanent total or partial disability of the seaman during the term of employment caused by
either injury or illness the seaman shall be compensated in accordance with the schedule of benefits enumerated in Appendix 1 of this Contract. Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted.


9. Repatriation:

a. The seaman when discharged and repatriated as directed by the employer/master/agency shall be entitled to a DAILY TRAVELLING ALLOWANCE FROM DATE OF SIGNING OFF until arrival in the Philippines except when the discharge is in accordance with Section H (3) Part I of this contract or for disciplinary actions. THE TRAVELLING ALLOWANCE SHALL NOT BE LESS THAN THE SEAMAN'S BASIC DAILY WAGE.

b. A seaman when discharged for JUST CAUSE AS PRESCRIBED IN APPENDIX 2 shall not be liable for the transportation cost of his replacement.

c. A SEAMAN WHO REQUESTS FOR EARLY TERMINATION OF HIS CONTRACT SHALL BE LIABLE FOR HIS REPARTRIATION COST AS WELL AS THE TRANSPORTATION COST OF HIS REPLACEMENT.

9. Transfer Clause:

The seaman agrees to be transferred at any port to any vessel owned or operated, manned or managed by the same employer, provided it is accredited to the same manning agent and provided further that the rating of the seaman and the rate of his wages and terms of service are in no way inferior and the total period of employment shall not exceed that originally agreed upon.
ANY FORM OF TRANSFER SHALL BE DOCUMENTED AND MADE AVAILABLE WHEN NECESSARY.

10. LOSS OF OR DAMAGE TO CREW'S EFFECTS BY MARINE PERIL.

a. The seaman shall be reimbursed by the employer the full amount of loss or damage to his personal effects but in no case shall the amount exceed THE PHILIPPINE CURRENCY EQUIVALENT TO THE AMOUNT OF US$700.00 IF HIS PERSONAL EFFECTS ARE TOTALLY LOST OR DAMAGED AS A RESULT OF THE WRECK OR LOSS OR STRANDING OR ABANDONMENT OF THE VESSEL OR AS RESULT OF FIRE OR FLOODING OR COLLISION.

b. In case of partial loss, the amount shall be determined by mutual agreement of both parties but in no case to exceed THE PHILIPPINE CURRENCY EQUIVALENT TO THE AMOUNT OF US$700.00.

c. Payment of any reimbursement shall be computed at the rate of exchange prevailing at the time of loss, UNLESS IN SEEKING FOR REIMBURSEMENT THE SEAMAN IS FORCED TO LITIGATE HIS CLAIM. IN THAT CASE, THE RATE OF EXCHANGE PREVAILING AT THE TIME OF ACTUAL PAYMENT SHALL BE APPLIED.

11. Termination Pay Due to Vessel Sale, Lay-up or Discontinuance of Voyage:

a. IN CASE OF TRANSFER OF MANAGEMENT OF THE VESSEL, WITH NOTICE TO THE SEAMAN, AND THE ORIGINAL EMPLOYER GUARANTEES THE IMMEDIATE RE-EMBARKATION OF THE SEAMAN, SECTION J OF THIS CONTRACT SHALL BE APPLICABLE, AND NO TERMINATION PAY SHALL BE PAYABLE.

IF THERE IS NO GUARANTEE OF RE-EMBARKATION, AND THE SEAMAN ACCEPTS THE OFFER OF IMMEDIATE EMPLOYMENT BY THE EMPLOYER TO WHOM MANAGEMENT OF THE VESSEL HAS BEEN TRANSFERRED, THIS CONTRACT SHALL BE DEEMED TERMINATED, AND A NEW CONTRACT SHALL BE EXECUTED AND SUBMITTED FOR APPROVAL. THE SEAMAN HOWEVER, SHALL NOT BE ENTITLED TO PRE-TERMINATION COMPENSATION.
b. If the vessel is declared UNSEA WORTHY BY THE FLAGSTATE, the seaman shall be entitled to sign-off immediately.

It is understood that the terms and conditions provided in this revised employment contract are the minimum requirements acceptable to this office for the overseas employment of a Filipino seaman on board ocean-going vessels. The parties to an employment of a seaman may therefore improve on these minimum terms and conditions provided such improvements are not forced upon one party by the other through threat, coercion, intimidation or duress. They shall be made in writing and appended to this contract when submitted to this office for processing and approval. Moreover, such improvements should have prospective application.

Upon effectiveness, the new schedule of benefits provided in this contract shall apply to any Filipino seaman already on board any ocean-going vessel by virtue of the old standard format duly approved by POEA, provided that the cause of action occurs after the revised contract takes effect.

The Adjudication Office of this Administration shall therefore use only this contract and any approved addendum therein in adjudicating any and all claims of any party to an employment of a seaman.

For strict compliance.

[Signature]

TOMAS D. ACAROSSO
Administrator

14 July 1989