



**Philippine
Overseas
Employment
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MEMORANDUM CIRCULAR NO. 10
(Series of 2010)

TO : ALL PRINCIPALS/EMPLOYERS, LICENSED MANNING AGENCIES AND FILIPINO SEAFARERS

SUBJECT : AMENDED STANDARD TERMS AND CONDITIONS GOVERNING THE OVERSEAS EMPLOYMENT OF FILIPINO SEAFARERS ON-BOARD OCEAN-GOING SHIPS

DATE : 26 October 2010

Pursuant to Governing Board Resolution No. 09, series of 2010, the following guidelines on the implementation of the Amended Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers on Board Ocean-Going Ships, which reflect the consensus of all the stakeholders after a series of tripartite consultations, are hereby issued :

1. The terms and conditions provided therein are the minimum requirements acceptable to the POEA for the employment of Filipino seafarers on board ocean-going ships.
2. The parties to the contract may improve on the minimum terms and conditions, provided such improvements shall be made in writing and appended to the contract of employment.
3. Manning agencies shall use and submit to the POEA, the full text of the seafarer's employment contract herein attached including improvements, if any, for approval and processing. Such improvements in the contract shall have prospective application.
4. Manning agencies are directed to inform and provide copies of the amended terms and conditions to all its accredited principals/employers.
5. Manning agencies shall ensure that its departing seafarers are given a copy of the processed and approved employment contract, including its improvements if any. Under no circumstances shall seafarers be allowed to leave for their respective vessels without a copy of the processed employment contract. Such contract shall be randomly checked at the airports.
6. PDOS providers for seafarers are directed to include in the Pre-departure Orientation Seminar (PDOS) of its hired seafarers, the provisions of the amended terms and conditions governing the employment of Filipino seafarers on board ocean-going ships.

CONTROLLED AND DISSEMINATED
BY CRD ON OCT 27 2010

This Circular shall take effect fifteen (15) days after publication in a newspaper of general circulation.



NORIEL P. DEVANADERA
OIC - Administrator

STANDARD TERMS AND CONDITIONS GOVERNING THE OVERSEAS EMPLOYMENT OF FILIPINO SEAFARERS ON-BOARD OCEAN-GOING SHIPS

Definition of Terms:

For purposes of this contract, the following terms are defined as follows:

1. **Allottee** - refers to any person named or designated by the seafarer as the recipient of his remittance to the Philippines.
2. **Basic Wage** - refers to the salary of the seafarer exclusive of overtime, leave pay and other allowances and benefits.
3. **Beneficiary(ies)** – refers to the person(s) to whom the death compensation and other benefits due under the employment contract are payable in accordance with rules of succession under the Civil Code of the Philippines, as amended.
4. **Compassionate Ground** - refers to incidence of death of an immediate member of the seafarer's family which includes his parents, spouse and children if the seafarer is married or his parents if the seafarer is single
5. **Convenient Port** - any port where it is practicable, economical, safe and convenient to repatriate the seafarer.
6. **Dental Treatment** - covers tooth extraction, or dental surgery if necessary, due to accident
7. **Departure** - refers to the actual departure from the point of hire of the seafarer through air, sea or land travel transport to join his **ship** at a Philippine or foreign port
8. **Manning Agency** – refers to any person, partnership or corporation duly licensed by the Secretary of Labor and Employment to engage in the recruitment and placement of seafarers for ships plying international waters and for related maritime activities.
9. **Philippine Port** - refers to any Philippine airport or seaport.
10. **Point of Hire** - refers to the place indicated in the contract of employment which shall be the basis for determining commencement and termination of contract.
11. **Pre-existing illness** – an illness shall be considered as pre-existing if prior to the processing of the POEA contract, any of the following conditions are present:

- a. The advice of a medical doctor on treatment was given for such continuing illness or condition; or
 - b. The seafarer had been diagnosed and has knowledge of such an illness or condition but failed to disclose the same during pre-employment medical examination (PEME), and such cannot be diagnosed during the PEME
12. **Principal/Employer/Company** - any person, partnership or corporation hiring Filipino seafarers to work onboard ocean-going ships.
 13. **Regular Working Hours** - refers to the seafarer's eight (8) hour working hours within a period of 24 hours.
 14. **Seafarer** - refers to any person who is employed or engaged in overseas employment in any capacity on board a ship other than a government ship used for military or non-commercial purposes.
 15. **Shipwreck** - refers to the damage or destruction of a ship at sea caused by collision, storm, grounding or any other marine peril at sea or in port rendering the ship absolutely unable to pursue her voyage.
 16. **Work-Related Illness** - any sickness as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied
 17. **Work-Related Injury** - injury arising out of and in the course of employment.

SECTION 1. DUTIES

A. Duties of the Principal/Employer/Master/Company:

1. To faithfully comply with the stipulated terms and conditions of this contract, particularly the prompt payment of wages, remittance of allotment and the expeditious settlement of valid claims of the seafarer.
2. To extend coverage to the seafarers under the **Philippine Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Employees' Compensation Commission (ECC) and Home Development Mutual Fund (Pag-IBIG Fund)**, unless otherwise provided in multilateral or bilateral agreements entered into by the Philippine government with other countries.
3. To make operational on board the ship the grievance machinery provided in this contract and ensure its free access at all times by the seafarer.
4. To provide a seaworthy ship for the seafarer and take all reasonable precautions to prevent accident and injury to the crew including provision of safety equipment, fire prevention, safe and proper navigation of the ship and such other precautions necessary to avoid accident, injury or sickness to the seafarer.

5. To observe the Code of Ethics for Seafarers and conduct himself in the traditional decorum of a master.
6. To provide a workplace conducive for the promotion and protection of the health of the seafarers in accordance with the standards and guidelines in Title 4 of the ILO Maritime Labor Convention, 2006.

B. Duties of the Seafarer:

1. To faithfully comply with and observe the terms and conditions of this contract, violation of which shall be subject to disciplinary action pursuant to Section 33 of this contract.
2. To abide by the Code of Discipline as provided in the POEA rules and regulations governing overseas contract workers and the Code of Ethics for Seafarers.
3. To be obedient to the lawful commands of the Master or any person who shall lawfully succeed him and to comply with the company policy including safety policy and procedures and any instructions given in connection therewith.
4. To be diligent in his duties relating to the ship, its stores and cargo, whether on board, in boats or ashore.
5. To conduct himself at all times in an orderly and respectful manner towards shipmates, passengers, shippers, stevedores, port authorities and other persons on official business with the ship.
6. To take personal responsibility for his health while onboard by practicing a healthy lifestyle which includes taking medications and lifestyle changes as prescribed by the company-designated doctor.

SECTION 2. COMMENCEMENT/DURATION OF CONTRACT

- A. The employment contract between the employer and the seafarer shall commence upon actual departure of the seafarer from the Philippine airport or seaport in the point of hire and with a POEA approved contract. It shall be effective until the seafarer's date of arrival at the point of hire upon termination of his employment pursuant to Section 18 of this Contract.
- B. The period of employment shall be for a period mutually agreed upon by the seafarer and the employer but not to exceed 12 months. Any extension of the contract shall be subject to mutual consent of both parties.

SECTION 3. FREE PASSAGE FROM THE POINT OF HIRE TO THE PORT OF EMBARKATION

The seafarer shall join the ship and be available for duty at the date and time specified by the employer. The seafarer shall travel by air or as otherwise directed at the expense of the employer.

