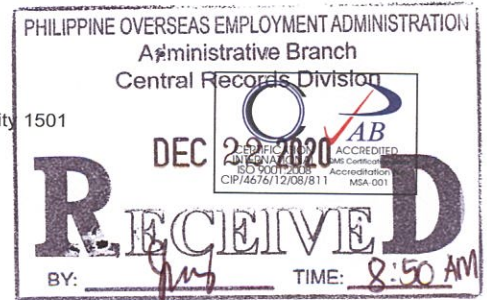




Philippine
Overseas
Employment
Administration

Republic of the Philippines
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MEMORANDUM CIRCULAR No. 34
Series of 2020

TO: ALL POEA LICENSED MANNING AGENCIES, SHIPOWNERS, AND PRINCIPAL/EMPLOYERS

SUBJECT: COMPLIANCE WITH THE 2018 AMENDMENTS TO THE MARITIME LABOR CONVENTION, 2006 WHICH WAS RATIFIED BY THE PHILIPPINES AND SHALL ENTER INTO FORCE ON 26 DECEMBER 2020

The 2018 Amendments to the Code of the Maritime Labor Convention (MLC), 2006, relating to Regulation 2.1 (Standard A2.1 – Seafarers’ employment agreements), 2.2 (Standard A2.2 – Wages), and 2.5 (Guideline B2.5.1 – Entitlement) as agreed by the Special Tripartite Committee on 27 April 2018 mandates the inclusion of certain provisions in the Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean-Going Ships concerning the seafarers’ employment agreement which shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, among others.

In compliance with above-cited 2018 MLC Amendments, the POEA Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean Going Ships as provided in POEA Memorandum Circular No. 10, Series of 2010 is hereby amended to include the provisions covered by the said MLC, 2006 Amendments as follows:

“Definition of Terms:

xxx xxx xxx

18. Piracy – shall refer to maritime piracy as defined under the United Nations Convention on the Law of the Sea, 1982

19. Armed robbery against ships – shall refer to any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State’s internal waters, archipelagic waters and territorial sea, or any act inciting or of intentionally facilitating an act described above

xxx xxx xxx

CONTROLLED AND DISSEMINATED
BY CRD ON DEC 22 2020

SECTION 2. COMMENCEMENT/DURATION OF CONTRACT

A. xxx

B. xxx

C. Notwithstanding Paragraphs A and B above, the seafarer's employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it.

xxx xxx xxx

SECTION 6. WAGES

A. All seafarers shall be paid for their work regularly and in full in accordance with this contract. They shall be paid monthly wages not later than 15 days of the succeeding month from the date of commencement of the contract until the date of arrival at point of hire upon termination of their employment pursuant to Section 18 of this contract.

B. Seafarers shall be given a monthly account of the payments due and the amounts paid to them, including wages, additional payments and the rate of exchange used.

C. Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers' employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations.

xxx xxx xxx

SECTION 19. REPATRIATION

A. xxx

B. xxx

H. The entitlement to repatriation may lapse if the seafarer concerned do not claim it within a reasonable period of time to be defined by national laws or regulations or collective agreements, if applicable;



except where the seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships.

I. The seafarer shall report to the manning agency within 72 hours upon arrival at point of hire.

The Amended POEA Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean Going Ships bearing the additional provisions pursuant to the 2018 MLC Amendments shall be adopted by licensed manning agencies and their principals/employers as a requirement in the documentation and deployment of Filipino seafarers.

Further, the One-Page Employment Covering Contract which forms part of the Standard Terms and Conditions is likewise amended and hereto attached.

For this purpose, the Licensed Manning Agencies are directed to include these pertinent amendments to the Standard Terms and Conditions in their Anti-Piracy and Pre-Departure Orientation Seminars.

This Memorandum Circular shall take effect on 26 December 2020.

For strict compliance.


ATTY BERNARD P. OLALIA
Administrator

___ December 2020

CONTROLLED AND DISSEMINATED
BY CRD ON DEC 22 2020

Republic of the Philippines
Department of Labor and Employment
PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION

CONTRACT OF EMPLOYMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract, entered into voluntarily by and between:

Name of Seafarer: _____
Date of Birth: _____ Place of Birth: _____
Address: _____
SIRB No.: _____ E- Reg. No. _____ License No. _____
hereinafter referred to as the Seafarer

and

Name of Agent: _____
Name of Principal/ Shipowner: _____
Address of Principal/Shipowner: _____
for the following vessel:
Name of Vessel: _____
IMO Number: _____ Gross Registered Tonnage (GRT): _____ Year Built: _____
Flag: _____ Type of Vessel: _____ Classification Society: _____
Hereinafter referred to as the Employer

WITNESSETH

1. That the seafarer shall be employed on board under the following terms and conditions:
 - 1.1 Duration of Contract: _____
 - 1.2 Position: _____
 - 1.3 Basic Monthly Salary: _____
 - 1.4 Hours of Work: _____
 - 1.5 Overtime: _____
 - 1.6 Vacation Leave Pay: _____
 - 1.7 Point of Hire: _____ Manila, Philippines
 - 1.8 Collective Bargaining Agreement, if any: _____
2. The terms and conditions in accordance with Governing Board Resolution No. 09, and Memorandum Circular No. 10, both Series of 2010, and Memorandum Circular No. _____ Series of 2020 (Compliance with the 2018 Amendments to the Maritime Labour Convention, 2006) shall be strictly and faithfully observed.
3. Any alterations or changes, in any part of this Contract shall be evaluated, verified, processed and approved by the Philippine Overseas Employment Administration (POEA). Upon approval, the same shall be deemed an integral part of the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean Going Vessels.
4. Violations of the terms and conditions of this Contract with its approved addendum shall be ground for disciplinary action against the erring party.

IN WITNESS WHEREOF the parties have hereto set their hands this _____ day of _____ 20____ at _____, Philippines.

Seafarer

For the Employer
Name and Signature/ Designation

Verified and approved by the POEA:

Date

Name and Signature of POEA Official