

Republic of the Philippines  
**HOUSE OF REPRESENTATIVES**  
Quezon City



**THIRTEENTH CONGRESS**  
Third Regular Session

House Bill No. 6100

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Introduced by **Hon. Judy J. Syjuco**

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**EXPLANATORY NOTE**

Seafarers have always been different from land-based workers. Unlike land-based OFWs, the seafaring industry is highly organized and seafarers are required to comply with international codes and conventions prior to their deployment on overseas vessels.

Compared to land-base workers, all placement and manning of seafarers are paid for by the manning agencies, they enjoy yearly contracts which allow them to work onboard for ten months and are given two months paid vacation each year, and 80% of their salaries are remitted to their families.

Originally, under the Labor Code (PD 442), treatment of seafarers was separate and distinct from land-based workers. A National Seaman's Board was provided and was given the authority to oversee the affairs of seafarers.

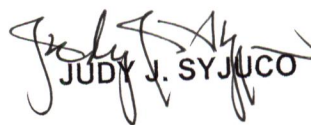
The Philippine Overseas Employment Administration (POEA) was created in the 1980s in response to the growing population of overseas Filipino workers. The administration of both land-based and sea-based workers was merged under the POEA.

With the steady growth of our yearly deployment of seafarers, the need to comply with international convention on training and safety, the necessity to meet the dictates of foreign owners and the demands of competition, the seafarers require laws which will ensure their continued competitiveness in the market.

Official annual remittances of our seafarers have reached over US\$1.0B. Annual deployment has reached the 200,000 mark. Allied industries such as schools, training centers, medical clinics, express remittance centers, airlines and other services have also benefited from this sector.

The Philippines has qualified for the white list. Every effort is being exerted by the government, the maritime schools and the training centers to maintain our inclusion in the white list.

In view hereof, immediate passage of this measure is earnestly sought.

  
JUDY J. SYJUCO

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AN ACT TO ESTABLISH A HIGHER STANDARD OF PROMOTION AND  
PROTECTION OF THE RIGHTS AND WELFARE OF OVERSEAS SEAFARERS  
AND FOR OTHER PURPOSES

1           Section 1.     Short Title. – This Act shall be known as the “Overseas Seafarers  
2     Code”.

3                                 I.     GENERAL PROVISIONS

4           Section 2.     Declaration of Policy. –

- 5           (a)     It is the policy of the State to afford protection to Filipino overseas seafarers and  
6                 their families, promote their interest and safeguard their welfare;
- 7           (b)     The State through the agencies concerned shall secure the best terms and conditions  
8                 of employment for Filipino overseas seafarers and ensure compliance therewith;
- 9           (c)     The State recognizes the interest of Filipino seafarers and their families, the urgent  
10                need to improve and realign compensation and benefits for seafarers in order to  
11                keep them at par with prevailing international standards and those provided under  
12                collective bargaining agreements;
- 13          (d)     The State shall promote and improve the social and economic status of Filipino  
14                seafarers, their living and working conditions, their terms of employment and career  
15                prospects in order that they may compare favorably with existing opportunities  
16                available to foreign seafarers and attract and retain in the manning industry more  
17                seafarers with proper qualifications and skills;

18                                 II.   SCOPE

19          Section 3.     Applicability. – All rights and benefits granted under this Code shall  
20     except as may otherwise be provided herein, apply to overseas seafarers as defined in this

Code.

### III. DEFINITION OF TERMS

Section 4. Definitions. – For purposes of this Code:

- (a) “Departure” refers to the actual departure from the point of hire of the seafarer through air, sea or land travel transport to join his vessel in a Philippine or foreign port.
- (b) “Manning Agency” refers to any person, partnership or corporation duly licensed under Philippine laws to recruit seafarers to work on board ships navigating the foreign seas, or on foreign maritime mobile offshore units and for other maritime activities.
- (c) “Master” includes every person having command and charge of the vessel except pilots.
- (d) “Overseas Seafarer” refers to any person who fulfills the conditions to be employed or engaged as part of the crew or complement of a ship navigating the foreign seas other than a government ship used for military or non-commercial purposes. This term includes seafarers serving on foreign maritime mobile offshore units who perform functions similar to those constituting a crew complement, fishermen and cruise ship personnel.
- (e) “Philippine Port” refers to any Philippine airport or seaport.
- (f) “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.
- (g) “Principal” or employer refers to any foreign person, partnership or corporation registered and duly authorized to engage in overseas shipping activities engaging

1 Filipino seafarers.

2 (h) "Recruitment and Placement Service" means any person, company, institution,  
3 agency or other organization, in the public or private sector, which is engaged in  
4 recruiting seafarers on behalf of employers or placing seafarers with employers.

5 (i) "Ship owner" means the owner of the ship or any other organization or person, such  
6 as the manager, agent or bare boat charterer, who has assumed the responsibility for  
7 operation of the ship from the ship owner and who on assuming such  
8 responsibilities has agreed to take over all the attendant duties and responsibilities.

9 (j) "STCW" refers to the International Convention on Standards of Training,  
10 Certification and Watchkeeping for Seafarers, 1978, as amended in 1995.

11 (k) "Vessel" includes any ship or boat of any nature whatsoever, ordinarily engaged in  
12 maritime navigation.

#### 13 IV. RECRUITMENT AND PLACEMENT

14 Section 5. Recruitment and Placement Policies. – All manning agencies  
15 engaged in private recruitment and placement services shall:

16 (a) Ensure that no fees or other charges for recruitment or for providing employment to  
17 seafarers are borne directly or indirectly, in whole or in part, by the seafarer; for this  
18 purpose, costs of the national statutory medical examination certificates, a personal  
19 travel document and the Seaman's Book shall not be deemed to be "fees or other  
20 charges for recruitment";

21 (b) Determine whether and under which conditions recruitment and placement services  
22 may place or recruit seafarers for overseas deployment;

23 (c) Specify, with due regard to the right to privacy and the need to protect

1 confidentiality, the conditions under which seafarers' personal data may be  
2 processed by recruitment and placement services including the collection, storage,  
3 combination and communication of such data to third parties;

- 4 (d) Refrain from using means, mechanisms or lists intended to prevent or deter  
5 seafarers from gaining employment.

6 Section 6. Duties of Manning Agencies. – It shall be incumbent upon manning  
7 and placement agencies to ensure that:

- 8 (a) Any seafarer recruited or placed by them is qualified and holds the documents  
9 necessary for the job concerned;
- 10 (b) Contracts of employment and articles of agreement are in accordance with the  
11 standard terms and conditions governing the employment of Filipino seafarers on-  
12 board ocean-going vessels provided in Republic Act 8042 ("The Migrant Workers  
13 and Overseas Filipinos Act of 1995").
- 14 (c) Seafarers are informed of their rights and duties under their contracts of  
15 employment and the articles of agreement prior to or in the process of engagement;
- 16 (d) Proper arrangements are made for seafarers to examine their contracts of  
17 employment and the articles of agreement before and after they are signed and for  
18 them to receive a copy of the contract of employment;
- 19 (e) Adopt and implement measures which guarantee, as far as practicable, that the  
20 employer has the means to protect seafarers from being stranded in a foreign port;
- 21 (f) Maintain a register of all seafarers recruited or placed through them and ensure that  
22 the same is available for inspection by the competent national authority.

23 Section 7. Illegal Recruitment. - For purposes of this Code, the provisions on

1 illegal recruitment (definition and prosecution) of R. A. 8042, Book II, Sections 6 to 13 are  
2 hereby adopted.

3 Section 8. Deployment. – The government, through the Department of Labor  
4 and Employment (DOLE), in the interest of protecting the welfare and safety of overseas  
5 seafarers shall formulate policies on deployment and, may at any time, issue deployment  
6 advisories.

7 Section 9. Qualifications. – To be considered eligible for overseas employment,  
8 a seafarer must possess the qualifications and certifications prescribed by the DOLE agency  
9 concerned as well as the requirements of the STCW.

10 V. CONDITIONS OF EMPLOYMENT AND SOCIAL WELFARE BENEFITS

11 The Employment Agreement

12 Section 10. Employment Agreement. – The employer shall provide for a written  
13 employment agreement being drawn up with the seafarers concerning ship work. In  
14 addition to the terms and conditions stipulated in the standard employment contract drawn  
15 up by the DOLE agency concerned, the agreement shall contain the following particulars:

- 16 (a) The capacity in which the seafarer is to serve;
- 17 (b) The arrangements made as to the place of discharge and notice to terminate the  
18 agreement;
- 19 (c) The wages agreed upon and the date on which the wages are to commence. In no  
20 case shall the parties agree to wages lower than the basic minimum wage prescribed  
21 by the International Labor Organization (ILO) at the time of engagement;
- 22 (d) The date of termination of the agreement;
- 23 (e) The date of discharge of the seaman;

1 (f) That Philippine law shall apply in case of dispute arising out of the employment  
2 relations and that said disputes are to be resolved by Philippine courts or tribunals.

3 Period of Employment

4 Section 11. Commencement of the Contract. – The employment contract  
5 between the employer and the seafarer shall commence upon actual departure of the seafarer  
6 from the airport or seaport in the point of hire. It shall remain effective until the seafarer's  
7 date of arrival at the point of hire upon termination of his employment.

8 Section 12. Duration of Seafarer's Contract. – The duration of a seafarer's  
9 employment shall be for a period mutually agreed upon by the seafarer and the employer  
10 but not to exceed twelve (12) months. Any extension or renewal of the contract shall be  
11 subject to the mutual consent of both parties and shall not result in the conversion of the  
12 seafarer's employment status to that of a regular employee.

13 Section 13. Free Passage from Point of Embarkation. – The seafarer shall join  
14 the vessel or be available for duty at the date and time specified by the employer. The  
15 seafarer shall travel by air or as otherwise directed, with normal travel expenses borne by  
16 the employer.

17 Section 14. Certificate of Service. – A seafarer who is engaged shall be in the  
18 possession of a testimonial certificate of service. This certificate shall be delivered to the  
19 master and retained by him until the termination of service. The testimonial shall contain  
20 information on the seafarer's name, date of birth, the nature of service and the duration of  
21 the employment relationship.

22 This provision shall not affect the seafarer's right to demand a more detailed  
23 testimonial in employment relationships where such is common practice and no stipulations

1 to the contrary have been made in the employment agreement.

2 Wages

3 Section 15. Calculation and Payment of Wages. – The seafarer's wages shall  
4 commence on and from the day stipulated in the employment agreement, but in no case later  
5 than the day the seafarer enters into service on board. The wages shall run up to and include  
6 the day on which the employment relationship terminates unless otherwise stipulated in the  
7 employment agreement.

8 If wages are to be calculated on a per diem basis in cases where a fixed amount per  
9 month has been agreed, one day's wages shall constitute 1/30 of the monthly wages.

10 The seafarer shall be paid his monthly wages not later than the 15<sup>th</sup> day of the  
11 succeeding month from the date of commencement of the contract until the date of arrival at  
12 the point of hire upon termination of his employment.

13 Payment of shipboard pay in foreign ports shall be subject to the currency control  
14 regulations at the port abroad and to the official rate of exchange prevailing at the time of  
15 payment. Advances shall be at the master's discretion and in accordance with the foregoing  
16 conditions.

17 Section 16. Allotments and Remittances. – During the period of engagement all  
18 seafarers shall remit an amount payable once a month to his designated allottee in the  
19 Philippines through any authorized Philippine bank. The master/manning agency shall  
20 provide the seafarer with facilities to do so at no expense to the seafarer. The allotment  
21 shall be at least eighty percent (80%) of the seafarer's monthly basic salary including  
22 backwages, if any.

23 The master/manning agency if requested, may also provide facilities for the seafarer

1 to remit any amount in excess of his allotment to his designated allottee in the Philippines  
2 through any authorized Philippine bank without any charge to him. The allotments shall be  
3 paid to the designated allottee in Philippine currency at the rate of exchange indicated in the  
4 credit advice of the local authorized Philippine bank.

5 Section 17. Account of Wages. – The seafarer, upon his discharge, shall be given  
6 a written account of his wages reflecting all deductions therefrom. Where a seafarer is  
7 landed in an emergency, the written account of his wages shall be given to him as soon as  
8 practicable thereafter.

9 Section 18. Limitations on Wage Deductions. – A deduction from the seafarer's  
10 wages shall not be made without his written consent, unless the deduction:

- 11 (a) Is authorized by law;
- 12 (b) Is laid down in the contract of employment;
- 13 (c) Concerns a compensation for damage or loss caused deliberately or through gross  
14 negligence during the service and admitted in writing by the seafarer or established  
15 in court. Deductions shall nevertheless not be made in wages which the seafarer  
16 reasonably needs to sustain himself and his family.

17 Prior to making deductions in the wages as mentioned in subsection (c) above, the master  
18 shall consult two representatives chosen by the seafarer concerning the basis for deduction  
19 and the size of the amount.

20 Such deductions shall preferentially be made in the wages paid to the seafarer unless  
21 he decides otherwise.

22 Section 19. Saved Wages. – If the whole or part of a voyage is carried out with a  
23 smaller crew than was previously appointed, or if the number of fit members of the crew is

1 reduced during the voyage, the wages saved due to these circumstances shall be distributed  
2 evenly among the members of the reduced crew.

### 3 Rest Periods

4 Section 20. Rest Periods and Leave Benefits. – Seafarers shall be allowed  
5 reasonable rest periods in accordance with international standards. They shall be entitled to  
6 adequate time for rest and sleep. The period of rest shall, during any 24-hour period,  
7 amount to not less than 10 hours.

8 The seafarer shall be allowed shore leave when practicable, upon the consent of the  
9 master or his deputy, taking into consideration the operations and safety of the vessel.  
10 Seafarers on approved leave shall be entitled to leave pay at the rate agreed upon by the  
11 parties.

### 12 Health and Safety

13 Section 21. Prevention of Health Hazards. – Work on board the vessel must be  
14 so organized and executed that the seafarer's life, health and welfare is well and  
15 appropriately looked after. When a seafarer is assigned to work, due regard shall be paid to  
16 his qualifications to undertake the work on a safe and sound basis. Provisions shall be made  
17 to ensure that the seafarer is informed of the hazards inherent in the work, and that he is  
18 given the proper guidance and adequate practice necessary to avoid such hazards.

19 Section 22. Sanitary Conditions. – Measures should be undertaken to control the  
20 hygiene, accommodation and cleanliness on board. The master shall ensure that the crew is  
21 provided a good and sufficient diet. He should also guarantee that the crew receives the  
22 necessary vaccination or inoculation as required by the circumstances or the laws of any  
23 country within the territorial jurisdiction of which the vessel may enter.

1           Section 23.   Medical Examination and Medical Service. – Seafarers engaged to  
2   perform services on board a ship shall produce a medical certificate to the effect that he is  
3   not suffering from any illness or physical or mental defect rendering him unfit for service or  
4   which can not constitute a danger to other persons on board. Any member of the crew may  
5   also be required to submit to a medical examination if the master has reason to believe that  
6   such examination is necessary to monitor and maintain the health and environmental  
7   conditions on board the vessel. The ship owner shall shoulder the expenses for the medical  
8   examinations and services referred to in this section.

9           Section 24.   Personal Effects. – A seafarer may bring a reasonable number of  
10   articles for personal use, provided this does not involve inconvenience to the ship or cargo  
11   or lead to a risk of untidiness on board. If anyone brings goods on board unlawfully, he  
12   shall be required to pay freight on them and to pay compensation for any damage caused.

13           If the seafarer's personal effects are lost or damaged as a result of shipwreck, loss or  
14   stranding, abandonment of the vessel, or as a result of fire, flooding, collision or piracy, the  
15   employer shall reimburse him for said loss or damage. In no case shall the amount exceed  
16   the maximum rate prescribed by the DOLE. Reimbursement for loss or damage to the  
17   seafarer's personal effects shall not apply if such loss or damage is due to the seafarer's own  
18   fault.

19           Section 25.   Protection from Sexual Harassment. – It shall be the duty of the  
20   master and the employer to prevent or deter the commission of sexual harassment and to  
21   provide the procedures for the resolution, settlement or prosecution of acts of sexual  
22   harassment. This Code adopts the definition of "sexual harassment" under Republic Act  
23   No. 7877 ("The Anti-Sexual Harassment Act of 1995").

Section 26. Facilities for Women Seafarers. – The employer shall insure the safety and health of women seafarers by providing adequate quarters and facilities. Medical services for women related conditions shall likewise be made available when necessary.

Section 27. Considerations of Seaworthiness. – If more than half of the crew makes a complaint to the master regarding the seaworthiness of the ship for the forthcoming voyage, or if the chief engineer or first mate makes a similar complaint regarding the part of the ship for the forthcoming voyage, appurtenances or equipment under their respective supervision, the master shall be bound to have the ship examined.

If the examination shows that the complaint lacked reasonable foundation, compensation for damages caused shall be payable.

Section 28. War and Warlike Operations Allowance. – If at the time of the signing of the contract, an area is declared a war or war-risk trading area and the seafarer binds himself in writing to sail into that area, the agreement shall be properly appended to the Contract for verification and approval by the DOLE agency concerned. The seafarer shall comply with the agreement or shall bear his cost of repatriation when he opts not to sail into a war or war-risk trading area.

The seafarer, when sailing within a war-risk trading area, shall be entitled to such premium pay as the DOLE may determine.

### Social Security and Disability Benefits

Section 29. Care of the Sick or Injured. – If a seafarer is sick or injured, the master shall arrange for him to receive proper nursing care on board or ashore, including medical attention, medicines and maintenance.

The sick or injured seafarer shall continue to receive his wages during the time he is

1 on board the vessel.

2 If the injury or illness requires medical and/or dental treatment in a foreign port, the  
3 employer shall be liable for the full cost of such medical, serious dental, surgical and  
4 hospital treatment as well as board and lodging until the seafarer is declared fit to work or to  
5 be repatriated.

6 Section 30. Care for Repatriated Seafarers. – If after repatriation, the seafarer  
7 still requires medical attention arising from said injury or illness, he shall be so provided at  
8 cost to the employer until such time he is declared fit or the degree of his disability has been  
9 established by the employer-designated physician.

10 For this purpose, the seafarer shall submit himself to a post-employment medical  
11 examination by a company-designated physician within three working days upon his return  
12 except when he is physically incapacitated to do so, in which case, a written notice to the  
13 agency within the same period is deemed as compliance. Failure of the seafarer to comply  
14 with the mandatory reporting requirement shall result in his forfeiture of the right to claim  
15 the above benefits.

16 Section 31. Disability. – In case of permanent total or partial disability of the  
17 seafarer during the term of employment caused by either injury or illness the seafarer shall  
18 be compensated in accordance with the schedule of benefits prescribed by the DOLE  
19 agency concerned. Computation of his benefits arising from an illness or disease shall be  
20 governed by the rates and the rules of compensation applicable at the time the illness or  
21 disease was contracted.

22 No compensation shall be payable in respect of any injury, incapacity, disability or  
23 death of the seafarer resulting from his willful or criminal act, provided however that the

1 employer can prove that such injury, incapacity, disability or death is directly attributable to  
2 the seafarer.

3 When requested, the employer shall furnish the seafarer a copy of all pertinent  
4 medical reports or records at no cost to the seafarer.

5 Section 32. Compensation and Benefits for Death. – In case of death of the  
6 seafarer during the term of his contract, the employer shall pay his beneficiaries the  
7 Philippine Currency equivalent to the amount of Fifty Thousand U. S. Dollars (US\$50,000)  
8 and an additional amount of Seven Thousand U. S. Dollars (US\$7,000) to each child under  
9 the age of twenty-one (21) but not exceeding four (4) children, at the exchange rate  
10 prevailing during the time of payment.

11 It is understood and agreed that the benefits mentioned in this section shall be  
12 separate and distinct from, and will be in addition to whatever benefits which the seafarer is  
13 entitled to under Philippine laws from the Social Security System, Overseas Workers  
14 Welfare Administration and Pag-ibig, if applicable.

15 Section 33. Employer's Liability in Case of Death. – When the seafarer dies as a  
16 result of injury or illness during the term of employment, the employer's liability are as  
17 follows:

- 18 (a) The employer shall pay the deceased's beneficiary all outstanding obligations due  
19 the seafarer under his Contract;
- 20 (b) The employer shall notify the next of kin and make arrangements for burial or for  
21 the repatriation of the coffin. The master shall also inform the nearest Philippine  
22 Embassy or Foreign Service Office of the death. The remains and personal effects  
23 of the seafarer shall be transported to the Philippines at employer's expense except

1 if the death occurred in a port where local government laws or regulations do not  
2 permit the transport of such remains. In case death occurs at sea, the disposition of  
3 the remains shall be handled or dealt with in accordance with the master's best  
4 judgment. In all cases, the employer/master shall communicate with the manning  
5 agency to advise for disposition of the seafarer's remains.

- 6 (c) The employer shall pay the beneficiaries of the seafarer the Philippine currency  
7 equivalent to the amount of One Thousand U. S. Dollars (US\$1,000) for burial  
8 expenses at the exchange rate prevailing during the time of payment.

9 The maximum benefits provided in this and the preceding section may be reviewed  
10 and modified by the DOLE agency concerned.

## 11 VI. DISCIPLINARY AND DISPUTE SETTLEMENT PROCEDURE

### 12 Section 34. Duties of the Employer/Master. –

- 13 (a) To faithfully comply with the stipulated terms and conditions of the employment  
14 contract, particularly the prompt payment of wages, remittance of allotment and the  
15 expeditious settlement of valid claims of the seafarer.
- 16 (b) To make operational on board the vessel the grievance machinery provided in this  
17 contract and ensure its free access at all times by the seafarer;

### 18 Section 35. Duties of the Seafarer. –

- 19 (a) The seafarer shall faithfully comply with and observe the terms and conditions of  
20 his contract, violations of which shall be subject to disciplinary action;
- 21 (b) The seafarer shall treat the ship and the cargo with proper care and carry out his  
22 duties as a whole with due responsibility;
- 23 (c) To comply with company rules, regulations, and policies consistent with the rules

1 and regulations issued by the DOLE;

2 (d) To conduct himself in an orderly and respectful manner towards passengers and  
3 shippers stevedores, port authorities and other persons on official business with the  
4 ship. Each shall treat his or her colleagues on board with due consideration;

5 (e) Where the seafarer is aggrieved, to observe the grievance procedure outlined in this  
6 Code.

7 Section 36. Disciplinary Procedures. – The Master shall furnish erring seafarers  
8 with a written notice containing the grounds for the charges. The date, time and place for a  
formal investigation of the charges against him shall likewise be indicated in the notice.

10 The master or his authorized representative shall conduct the investigation or  
11 hearing, giving the seafarer the opportunity to explain or defend himself against the charges.  
12 An entry on the investigation shall be made in the ship's logbook. If after the investigation  
13 or hearing, the master is convinced that imposition of a penalty is justified, the master shall  
14 issue a written notice of penalty and the reasons therefore to the seafarer, with copies  
15 furnished to the manning agency which deployed said seafarer.

16 Section 37. Dispute Settlement Procedures. –

17 A. Grievance Machinery. – If the seafarer considers himself aggrieved, he shall make  
18 his initial complaint in accordance with the following procedures:

- 19 1. The seafarer shall first approach the head of the Department in which he is  
20 assigned to explain his grievance.
- 21 2. The seafarer shall make his grievance in writing and in an orderly manner  
22 and should choose a time when his complaint or grievance can be properly  
23 heard.

3. The Department head shall deal with the complaint or grievance and, where solution is not possible at his level, refer the complaint or grievance to the master who shall handle the case personally.
4. If no satisfactory result is achieved, the seafarer concerned may appeal to the management of the company or with a Philippine Labor Attaché or consular officer overseas. The master shall afford such facilities necessary to enable the seaman to transmit his appeal.
5. If after observing the grievance procedure the master finds that the seafarer violated the terms of his contract, or has committed breach of discipline, the master shall discipline the seafarer or, if warranted, terminate his employment.
6. The seafarer may also seek the assistance of the highest-ranking Filipino seafarer on board.

When availed of by the seafarer, the grievance procedure and all actions or decisions agreed upon shall be properly documented for the protection and interest of both parties.

B. Voluntary Arbitration. – Pursuant to the constitutional mandate on the preferential use of voluntary modes of dispute settlement, the DOLE agency concerned shall adopt procedural guidelines in the conduct of voluntary arbitration proceedings in voluntary arbitration cases involving the maritime sector, and promote the use of voluntary arbitration among the seafarers and the various sectors of the maritime industry.

C. Compulsory Arbitration. – The procedures herein stated shall be without prejudice to the other actions that may be brought by the seafarers before the jurisdiction of

1 the National Labor Relations Commission (NLRC) pursuant to Republic Act (RA)  
2 8042; and the concerned DOLE agency over any disciplinary action or case,  
3 involving or arising out of violations of recruitment laws, rules and regulations  
4 involving employers, principals, contracting partners and Filipino seafarers.

5 Section 38. Finality of Settlement. – Any award or grant in the disposition made  
6 through the above stated procedures shall be deemed satisfaction of all the monetary claims  
7 of the complainant seafarer arising from or in relation with his employment or the issues  
8 involved, including those arising from tort, fault or negligence under the laws of the  
9 Philippines or any other country.

10 Section 39. Joint and Several Liability. – In accordance with Section 10 of R. A.  
11 8042, the liability of the principal/employer and the manning agency for any claims made  
12 by an overseas seafarer shall be joint and several.

## 13 VII. POST EMPLOYMENT AND REPATRIATION

14 Section 40. Termination of Employment. – The employment of the seafarer shall  
15 cease when the seafarer completes his period of contractual service aboard the vessel, signs-  
16 off from the vessel and arrives at the point of hire.

17 The employment of the seafarer is also terminated when the seafarer arrives at the  
18 point of hire for any of the following reasons:

- 19 (a) When the seafarer signs-off and is disembarked for medical reasons;
- 20 (b) When the seafarer signs-off due to shipwreck, ship's sale, lay-up of vessel,  
21 discontinuance of voyage or change of vessel;
- 22 (c) When the seafarer voluntarily resigns and signs-off prior to expiration of contract;
- 23 (d) When the seafarer is discharged for just cause.

1           Section 41.   Prohibition Against Pregnancy.   – It shall be unlawful for an  
2 employer to require as a condition for employment or continuation of employment that a  
3 woman seafarer shall not get pregnant, or to stipulate expressly or tacitly that upon getting  
4 pregnant a woman seafarer shall be deemed separated or resigned. If she is given notice of  
5 termination while pregnant, the notice shall be regarded as based on this circumstance  
6 unless some other cause is demonstrated highly probable. A pregnant seafarer shall be  
7 entitled to be assigned to other suitable work or to apply for leave, when applicable.

8           A medical certificate shall confirm the pregnancy if requested by the employer.

9           Section 42.   Notice of Termination.   – Unless otherwise stipulated in the contract  
10 of employment, a one-month period of notice on either side shall apply. If a period of  
11 notice of termination has been stipulated, it shall not be shorter in duration for the shipping  
12 company than for the seafarer. The notice of termination shall be in writing and shall be  
13 handed to the seafarer in person or sent by registered mail to the seafarer's stated address. If  
14 the seafarer is working on board, the notice shall, if possible, be handed to him in person.

15          Section 43.   Termination by the Seafarer.   –

16 (a)   A seafarer may terminate the employer-employee relationship based on the  
17 following just causes:

- 18           1.   The ship has been declared as not being in a seaworthy condition;
- 19           2.   The principal changes;
- 20           3.   The vessel is sold;
- 21           4.   The vessel is shipwrecked;
- 22           5.   The seafarer has been ill-treated on board and the master has failed to  
23           protect him when requested to do so;

6. Where the voyage is discontinued or substantially altered;
7. After the seafarer starts on board it appears that the ship risks being seized by a belligerent power or exposed to war damage, or that such risk has increased considerably; or
8. After the seafarer starts on board it appears that a violent epidemic disease has broken out in the port for which the ship is bound.

(b) In cases mentioned in paragraph (a), subparagraphs 6-8 hereof, the seafarer may take his departure with immediate effect if the voyage has not commenced, or otherwise at the ship's first port of call after he has become aware of the situation.

Section 44. Transfer. – A seafarer may not be transferred at any port to any vessel owned or operated, manned or managed by the same employer without the seafarer's consent. Upon such transfer, the position of the seafarer and the rate of his wages and terms of services shall in no way be inferior to and the total period of employment shall not exceed, that originally agreed upon.

Section 45. Port of Departure Upon Termination of Employment. – If the period of a notice of termination or if an employment relationship for a specified period expires while the ship is at sea, the employment relationship remains in force until the ship calls at a port. The employment relationship does not cease at ports which are entered only to bunker, bring ashore sick or injured persons, nor does it cease during other unforeseen short calls made for the safety of passengers and crew, the ship or the cargo.

### Repatriation

Section 46. Repatriation. – The repatriation of the seafarer and the transport of his personal effects shall be the primary responsibility of the manning agency which

1 recruited or deployed the seafarer. All costs attendant to repatriation shall be borne by or  
2 charged to the manning agency concerned and/or its principal. The expenses of repatriation  
3 shall include transportation charges, accommodation and the food of the seafarer during the  
4 journey. They shall also include the maintenance of the seafarer up to the time fixed for his  
5 departure. However, in cases where the termination of employment is due solely to the fault  
6 of the worker, the principal/employer or manning agency shall not in any manner be  
7 responsible for the repatriation of the former and/or his personal effects.

8       Section 47.   Emergency Repatriation.   – The DOLE in coordination with  
9 appropriate international agencies, shall undertake the repatriation of seafarers in cases of  
10 war, epidemic, disaster or calamities, natural or man-made, and other similar events without  
11 prejudice to reimbursement by the responsible principal or manning agency. However, in  
12 cases where the principal or manning agency cannot be identified, all costs attendant to  
13 repatriation of the seaman shall be borne by the emergency repatriation fund pursuant to R.  
14 A. No. 8042.

15       Section 48.   Repatriation of Underage Seafarers.   – Upon discovery or being  
16 informed of the presence of a seafarer whose actual age falls below the minimum age  
17 requirement prescribed by Philippine law, the concerned Philippine foreign service officer  
18 shall without delay repatriate said seafarer and advise the Department of Foreign Affairs as  
19 soon as possible of such discovery and other relevant information.

## 20                   VIII.   REINTEGRATION/RE-PLACEMENT SERVICES

21       Section 49.   Retraining and Re-integration.   - The concerned agencies of the  
22 DOLE shall formulate and implement such livelihood development/re-training programs  
23 and replacement services for retired or retiring seafarers.

The participation of the maritime industry, in particular the local port and shipping industry, and maritime educational institutions, shall likewise be solicited by the DOLE devising the appropriate retraining and local job placement programs for unemployed or retired seafarers.

Section 50. Scholarship Program. – Qualified overseas seafarers or their immediate descendants, who intend to pursue science and technology related courses, may through the concerned DOLE agency apply for scholarships under the Congressional Migrant Workers Scholarship Program created pursuant to R. A. 8042.

Section 51. Retirement Fund. – In addition to whatever benefits they are entitled to under the Social Security System and the Overseas Workers Welfare Administration, if applicable, retiring seafarers covered by collective bargaining agreements shall be entitled to retirement benefits provided in their respective agreements. Unorganized seafarers on the other hand may upon notice to their manning agencies and principals authorize the deduction of a specified percentage of their monthly wages to form part of the seafarers self-contributed retirement fund. The amount to be deducted shall be placed in an account in the name of the contributing seafarer.

## IX. FINAL PROVISIONS

Section 52. Funding Provision. – The amount necessary to carry out the provisions of this Code shall be provided for in the General Appropriations Act of the year following its enactment into law and thereafter.

Section 53. Enforcement. – The DOLE and its designated agencies shall be charged with carrying out the provisions of this Code. Together they shall within ninety (90) days after the effectivity of this Code formulate its rules and regulations.

1           Section 54.    Prescription. – Recognizing the peculiar nature of overseas shipboard  
2 employment all monetary claims arising from the seafarer's contract shall be made within  
3 three (3) years from the date of seafarer's return to the point of hire.

4           Section 55.    Separability Clause. – If any provision of this Act is declared  
5 unconstitutional, the remaining provisions shall continue to be in force.

6           Section 56.    Repealing Clause. – Any law, presidential decree or issuance,  
7 executive order, letter of instruction, administrative order, rule or regulation contrary to, or  
8 inconsistent with, the provisions of this Act, is hereby repealed, modified or amended  
9 accordingly.

10          Section 57.    Effectivity Clause. – This Act shall take effect fifteen (15) days after  
11 its publication in at least two (2) newspapers of general circulation.  
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