HIRING OF FILIPINO FISHERMEN FOR TAIWAN

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In line with the Governing Board decision to continue the deployment of Filipino fishermen to Taiwan, Section 4 of Memorandum Circular No. 64 and paragraph D of Memorandum Circular No. 72, both series of 1992, are hereby repealed.

Relative thereto, the following guidelines shall apply in the accreditation and renewal of accreditation of Taiwan principals, enrollment of Taiwan-registered vessels and non-Taiwan-registered vessels with Taiwanese principal, additional crew order of Taiwan principals with valid accreditation, and contract processing.

A. Requirements for Accreditation of New Principal and Renewal of Accreditation - The requirements for accreditation of Taiwan principals hiring Filipino fishermen to work inside/outside Taiwan territorial waters shall be the following:

- Manning agreement and Special Power of Attorney authenticated by the Manila Economic and Cultural Office (MECO) and verified by the Philippine Labor Center (PLC) in Taiwan;

- Commercial registration or business license of the principal (if necessary)

- Crew complement together with a certificate of adequate crew accommodation and medical provision and salary scale verified by the PLC, MECO in Taiwan;

- Vessel particulars;

- Affidavit of Undertaking (for every vessel) prescribed by POEA.

- Certification from Fishing Association from which the vessel is a registered member;

- Council of Labor Affairs (CLA) approval;

- Master Employment Contract verified by PLC.

B. The requirements for enrollment of Taiwan-registered vessel/s and Taiwan principal/s with valid accreditation shall be items c to h of A above.

C. Accreditation approved and issued prior to the suspension of processing:

Processing of previously approved crew order and request for additional crew shall require the submission of documents as enumerated in A above such as CLA approval, Master Employment Contract, Affidavit of Undertaking prescribed by POEA, crew complement together with the salary scale verified by CLA.

D. The existing requirements for contract processing shall apply.

This Circular takes effect immediately.

Adopted: 17 Dec. 1992

(SGD.) FELICISIMO O. JOSON, JR.
Administrator

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REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY OF MANDALUYONG,)
METRO MANILA) S.S.

JOINT AFFIDAVIT

We, _____, of legal age, _____, a resident of _____, and hereinafter referred to as the PRINCIPAL and _____, of legal age, _____ and hereinafter referred to as the AGENT after being duly sworn to in accordance with law hereby depose and undertake that:

1. The following shall be the site of embarkation and disembarkation of the fishermen:

a. Initial Embarkation _____

b. Disembarkation after each fishing expiration _____

c. Re-embarkation before each fishing expedition _____

d. Final disembarkation _____

2. Ensure that the place of disembarkation and re-embarkation after and before each fishing expedition as identified above shall be one and the same during the contract period;

3. Ensure adequate crew accommodation and food not only onboard the vessel both also on embarkation as well as disembarkation site for employed fishermen;

4. Medical provision on board the vessel and in embarkation/disembarkation sites shall always be available to the fishermen;

5. We have executed this undertaking in provided better protection and promote the welfare of the fishermen during their term of employment; and

6. Failure on our part to provide for the above shall merit appropriate sanctions and possible blacklisting of principal.

_____ _____

PRINCIPAL AGENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____th day of _____, 1992, with Principal exhibiting to me his/her _____ number _____, issued at _____ on _____ and Agent exhibiting to me his/her _____ number _____, issued at _____ on _____.

Doc. No._____ NOTARY PUBLIC
Page No._____
Book No._____
Series of 1992.

EMPLOYMENT CONTRACT
(Fishermen for Taiwan)
This Employment Contract is executed and entered into by and between _____,
(name of employer/principal)

represented by _____,
(name of representative and Philippine agent)

with office address at _____, known as the EMPLOYER.

— and —

_____ recruited and
(name of fisherman)

hired by the Employer's representative hereinafter known as the FISHERMAN provides for the following terms and conditions of employment.

I
Duration and Effectivity of Contract

One (1) year commencing from FISHERMAN'S departure from point of hire to site of employment; contract is extendible for another one (1) year upon mutual agreement between the EMPLOYER and FISHERMAN.

II
Basic Terms and Conditions:

1. Job Classifications: Fisherman

2. Monthly Salary: NT$ 13,000 and NT$ 16,000 for fishermen fishing inside and outside, respectively, of the territorial waters of the Republic of China (ROC) effective from FISHERMAN'S departure from and up to his arrival in Manila.

3. Work Hours: not more than 48 hrs. of regular work a week the schedule of which shall be determined/prescribed by the Master, in conformity with customary international practices and standards.

4. Overtime Pay: per Taiwan Labor Law.

No overtime work shall be considered for any work performed in case emergency affecting the safety of the vessel, crew or cargo, of which the master shall be the sole judge, or for fire, boat or emergency drill or work required to give assistance to other vessels or persons in immediately peril.

5. Food and Accommodation: at least 3 meals per day consistent with the dietary requirements and practices of the nationality of the fishermen. Employer shall also provide the FISHERMAN with free suitable accommodation.

6. Transportation: free to and from the port of embarkation overseas.

7. Vacation and Sick Leave: per Taiwan Labor Law.

8. Catch Bonus: not less than 30% of FISHERMAN'S basic salary for long line and US$ 1 (or its equivalent in NI$) per metric ton per man for purse siener/trawler.

9. Emergency Medical and Dental Services: free until FISHERMAN is declared fit to work or to be repatriated.

10. Compensation and Benefits: If after repatriation, the FISHERMAN still requires medical attention for a work connected illness, he shall be so provided at cost to the EMPLOYER. Employer shall pay the FISHERMAN 100% of his basic wages from the time he leaves the vessel for medical treatment until he is declared fit to work or the degree of permanent disability has been assessed by company-physician, but in no case shall this period exceed 120 days.

Benefits for the FISHERMAN include compensation for service-connected illness, injuries or death in accordance with social insurance laws other pertinent provisions of the Taiwan Labor Law. Additional insurance coverage are in accordance with the POEA Standards for overseas fishermen. Additional Labor Insurance shall be provided to the FISHERMAN by the EMPLOYER with a limit of NT$ 300,000 per person (or its equivalent) for accident insurance covering fishermen regardless of whether accident occurred within and/or beyond work hours.

In case of permanent total or partial disability of the FISHERMAN during the term of employment caused by either injury or illness, the FISHERMAN shall be compensated according to POEA Standard. The computation of the total permanent or partial disability of the FISHERMAN caused by injury sustained within a war zone area shall be based on the compensation rate payable for death within the war zone area per POEA Standard.

11. Repatriation: EMPLOYER shall bear the full cost of repatriation of FISHERMAN'S remains in case of death or in the event the FISHERMAN is fit to work but EMPLOYER is unable to find employment for the FISHERMAN on board his former vessel or another vessel of the EMPLOYER despite earnest efforts.

III
Causes of Termination of Contract:

1. Expiration of the contract period unless there is mutual agreement between the parties for an early termination in which case the FISHERMAN is entitled to earned wages and benefits only.

2. Employer may terminate the FISHERMAN and repatriate him at his own expense under any of the following circumstances:

- Disregard of the company's standards by the FISHERMAN;

- Bringing dependent/s to R.O.C., except when such dependent/s is/are on a temporary visit;

- Failing the medical check-up at public hospital in R.O.C.;

- If FISHERMAN, during the period of employment, is found to be suffering from HIV positive antibody, tuberculosis, venereal disease, and other contagious diseases;

- Serious misconduct, immorality and/or acting against public orders;

- Violating a stipulation of R.O.C., laws decrees, administrative orders;

- Disobeying the command, order or instruction of the EMPLOYER or its representative for which he has been served notice/warning for 2 or more times;

- Being absent from duties for 3 or more consecutive days without justification;

- Unreasonable demand and work stoppage, serious misconduct or willful disobedience by the FISHERMAN of the lawful orders of his superior.

IV
Allotments and Remittances

Allotments shall be paid to designated allotted in the Philippines thru any authorized Philippine bank with the assistance of the EMPLOYER. Remittance shall be at least 80% of FISHERMAN'S monthly basic salary including backwages, if any.

V
Grievance Machinery

FISHERMAN shall first approach the head of the section in which he is assigned. Complaint shall be in writing and in orderly manner. In case of failure to settle the complaint, settlement must be participated in by the Philippine Labor Center (PLC) or Consular Office overseas and the Council of Labor Affairs (CLA). The Master of the vessel shall afford such facilities necessary to enable the FISHERMAN to transmit his appeal to the aforesaid entities.

VI
Arbitration

POEA should have original and exclusive jurisdiction over all disputes arising out of the contract. All rights and obligations of the parties to this Contract, including the annexes thereof, shall be governed by the laws of the Republic of the Philippines, international conventions, treaties and covenants wherein the Philippines is a signatory.

VII
Others Matters

1. Neither parties hereunto shall have their Agreement assigned to a third party prior consent of the other in writing.

2. This Employment Contract shall be verified by the Philippine Labor Center (PLC)

IN WITNESS WHEREOF, We, the undersigned have set hereunto our hands this _____ day of _____ 1992 at the City of Manila, Philippines.

_____ _____

FISHERMAN EMPLOYER
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