



DEPARTMENT CIRCULAR NO. 08

**PROMULGATING THE 2026 DEPARTMENT OF MIGRANT WORKERS
STANDARD EMPLOYMENT CONTRACT GOVERNING OVERSEAS FISHERS**

WHEREAS, Republic Act (R.A.) No. 11641, or the *Department of Migrant Workers Act*, was signed into law on 30 December 2021, and took effect on 03 February 2022;

WHEREAS, the DMW is the primary agency under the Executive Branch of the Philippine government tasked to protect the rights and promote the welfare of Overseas Filipino Workers (OFWs), including fishers onboard commercial fishing vessels on international waters;

WHEREAS, Section 2 of R.A. No. 11641 declares it the duty of the State to protect the rights and promote the welfare of OFWs and their families by, among others, obtaining the best possible conditions of work that uphold the dignity of OFWs;

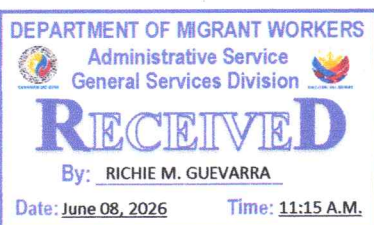
WHEREAS, Section 6(b) of R.A. No. 11641 states that the DMW shall have the power to regulate the recruitment, employment, and deployment of OFWs;

WHEREAS, R.A. No. 12021, or the *Magna Carta of Filipino Seafarers*, was signed into law on 23 September 2024 and took effect on 12 October 2024;

WHEREAS, Section 97 of R.A. No. 12021 directs the DMW to ensure that OFWs on board foreign registered commercial fishing vessels or vessels fishing in distant waters, are given adequate protection under the relevant provisions of R.A. No. 12021 and pertinent international agreements to which the Philippines is a party;

WHEREAS, Section 8(c) of R.A. No. 11641 provides that the Secretary shall have the power to issue orders, directives, rules, regulations, and other issuances, upon due consultation with the stakeholders, to carry out policies, plans, programs, or projects pursuant to the provisions of R.A. No. 11641, and exercise such other powers as may be required to implement and realize the objectives of the said law;

WHEREAS, by virtue of Section 8(c) of the DMW Act and the enactment of R.A. No. 12021, there is a need to create a unified contract embodying the minimum terms and conditions of employment of overseas fishers for the protection of their rights and promotion of their welfare;



CONTROLLED AND DISSEMINATED
By: DMW General Services Division on June 08, 2026



NOW THEREFORE, in consideration of the foregoing, and with the consensus of all stakeholders after a series of tripartite consultations, the DMW hereby issues and promulgates the attached Standard Employment Contract for Overseas Fishers.

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

Issued on the 7th of June 2026, in Quezon City, Philippines.


HANS LEO J. CACDAC
Secretary

CONTROLLED AND DISSEMINATED

By: DMW General Services Division on June 08, 2026



**Standard Employment Contract Governing Overseas Fishers
(SEC-F)**

Article I – General Provisions

Section 1. Scope and Coverage.

This Standard Employment Contract for Overseas Fishers provides the minimum standards to be observed in their employment on board commercial fishing vessels plying international routes and conducting fishing activities outside the territorial jurisdiction of the Philippines.

Nothing in this document shall prevent the parties from agreeing to terms and conditions more favorable to the Fisher than those provided herein. Where higher standards are stipulated – whether by the flag State's laws, vessel owner's policies, Collective Bargaining Agreements (CBAs), or customary practices – the most beneficial provisions to the Fisher shall prevail, provided such terms are not contrary to law, morals, good customs, public order, or public policy.

Section 2. Definition of Terms.

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

1. *Abandonment* – refers to a situation where, in violation of the terms of the employment contract, the fishing vessel owner/operator:
 - a. Fails to cover the cost of the Fisher's repatriation; or
 - b. Has left the Fisher without the necessary maintenance and support, which include adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship, and necessary medical care; or
 - c. Has otherwise unilaterally severed its ties with the Fisher, including failure to pay contractual wages for a period of at least two (2) months.
2. *Allotment* – refers to the amount of remittance to be received by the Fisher's allottee/s.
3. *Allottee* – refers to any person named or designated by the Overseas Fisher as the recipient of the remittance to the Philippines.
4. *Armed Robbery Against Ships* – refers 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 intentionally facilitating an act described above.
5. *Basic Wage* – refers to the salary/wage exclusive of overtime, leave pay, holiday pay as well as other allowances and bonuses.
6. *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 the rules of succession under the Civil Code of the Philippines, as amended.
7. *Bullying* – refers to a form of harassment that includes hostile or vindictive behavior, which can cause the recipient to feel threatened or intimidated. It results in a work environment in which a group of people or an individual may become threatened or intimidated because of the negative or hostile behavior of another group of people or individual.
8. *Collective Bargaining Agreement (CBA)* – refers to the negotiated contract between a legitimate labor organization or a Fisher's authorized representative and the fishing vessel owner/operator concerning wages, hours of work, and all other terms and conditions of employment on board the vessel or ship. It sets out standards, terms, and conditions of

employment, provided that it is not contrary to law, morals, good customs, public order, or public policy.

9. *Commercial Fishing* – refers to all fishing operations with the exception of subsistence fishing and recreational fishing.
10. *Compensatory Rest Period* – refers to rest periods granted to Fishers to compensate for work performed during previously scheduled rest periods that were interrupted or not taken due to necessary tasks related to catching fish, processing the catch, or due to emergencies or unforeseen circumstances. The compensatory rest period must be equivalent to the time that was missed or interrupted to ensure that Fishers have sufficient time to recover and prevent excessive fatigue.
11. *Compassionate Ground* – refers to incidence of death or serious injury or illness of an immediate member of the Fisher's family which includes their parents, spouse, or children, and/or relatives of the Fisher within the fourth degree of consanguinity or affinity.
12. *Contract* – refers to the Standard Employment Contract for Overseas Fishers approved by the Department of Migrant Workers as formulated through tripartite consultation.
13. *Convenient Port* – refers to any port or anchorage where it is practicable, economical, safe and convenient to repatriate the Overseas Fisher.
14. *Dental Treatment* – covers tooth extraction, dental surgery, and/or provisions of dentures, excluding root canal treatment and dental implants, if necessary, due to accident or work-related injuries.
15. *Department* – refers to the Department of Migrant Workers.
16. *Departure* – refers to the actual departure from the point of hire through air, sea or land transport to join the vessel at a Philippine or foreign port.
17. *Overseas Fisher or Fisher* – refers to a Filipino, at least 18 years of age, who is employed or engaged in any capacity or carrying out an occupation on board any fishing vessel plying international waters outside the territorial jurisdiction of the Philippines. This excludes pilots, naval personnel, other persons in the permanent service of a government, shore-based persons temporarily carrying out work for fishing vessels, fisheries observers, and persons serving on board in a port, in rivers, lakes or canals, or persons fishing for sports or recreation.
18. *Fishing Vessel or Vessel* – refers to any ship or boat, of any nature whatsoever, irrespective of the form of ownership, used or intended for commercial fishing, and this includes, but is not limited to, fishing boats, purse seiners, longline fishing vessels, pacific saury or squid saury and trawlers.
19. *Fishing Vessel Owner/Operator* – refers to the owner of the fishing vessel, or any other organization or person, such as the manager, agent, bareboat charterer, who has taken over the responsibility for the management and the day-to-day operations of the vessel from the owner. By assuming such responsibility, they have agreed to take over the duties and responsibilities imposed on the fishing vessel owner in this Contract and/or international conventions, regardless of whether any other organization or person fulfills certain duties or responsibilities on behalf of the fishing vessel owner.
20. *Forced or compulsory labor* – refers to all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily.
21. *Foreign Port* – refers to any port other than a Philippine airport or seaport.
22. *Harassment* - refers to a form of discrimination which has the purpose or effect of violating the dignity of a person and of creating an intimidating, hostile, degrading, humiliating or offensive environment.

23. *Master or Skipper* – refers to the Fisher having command of a fishing vessel and is the representative of the fishing vessel owner/operator.
24. *Mistreatment* – refers to the failure of the fishing vessel owner/operator to provide its Fishers a safe working environment where their welfare, occupational safety, and health are effectively protected. This includes failing to provide decent working and living conditions on board the fishing vessel.
25. *Piracy* – refers to maritime piracy as defined under the United Nations Convention on the Law of the Sea (UNCLOS), 1982.
26. *Point of Hire* – refers to the place indicated in this Contract, which shall be the basis for determining the commencement and termination of employment.
27. *Principal* – refers to any person, partnership, or corporation employing or engaging Fishers through a Licensed Manning Agency (LMA) to work on board a commercial fishing vessel, directly or indirectly, as the representative of the fishing vessel owner.
28. *Recruitment* – refers to all activities related to advertising, information dissemination, sourcing, selection, hiring, transport, and placement of Fishers for work on fishing vessels, including return to the country of origin where applicable.
29. *Recruitment Fees and Related Costs* – refers to any fees or costs incurred by Fishers during the recruitment, placement, or hiring process, regardless of the manner, timing, or location of their imposition or collection.
30. *Regular Working Hours* – refers to eight (8) working hours within the period of twenty-four (24) hours.
31. *Repatriation* – refers to the process of returning an Overseas Fisher to the point of hire in cases provided in **Section 29** of this Contract. In case of permanent or temporary incapacity or death, the Fisher or his/her remains shall be repatriated to the point of hire or the Fisher's place of domicile, at the option of the Fisher or the Fisher's next of kin.
32. *Rest Periods* – refers to the minimum periods of rest required under national laws, regulations, or other measures, ensuring Fishers are not subjected to excessively long working hours.
33. *Shipwreck* – refers to the damage or destruction of a vessel at sea caused by collision, storm, grounding, or any other marine peril at sea or in port rendering the vessel absolutely unnavigable or unable to pursue its voyage.
34. *Work-Related Illness* – refers to any sickness resulting in disability or death as a result of an occupational disease/illness listed under **Section 37-B** of this Contract with the conditions set therein satisfied.
35. *Work-Related Injury* - refers to injury(ies) resulting in disability or death arising out of and in the course of employment.

Section 3. Rights of Overseas Fishers.

All Overseas Fishers shall have the following rights under this Contract:

1. Right to timely receive their just compensation and to decent working and living conditions on board the commercial fishing vessel operating on international routes outside the territorial jurisdiction of the Philippines.
2. Right to be informed of the tasks to be performed on board the fishing vessel and to refuse work that is not within their competency or outside the scope of this Contract. In case of inability to refuse the task or work due to conditions at the vessel, the Overseas Fisher should document the situation for reporting to the agency and the Department.

3. Right to refuse unsafe work if an imminent danger situation exists that could lead to death or serious physical harm, until the situation is rectified.
4. Right to form, join, or assist in the formation of a labor organization of their choosing for purposes of collective bargaining, to engage in concerted activities in accordance with the law, and to participate in the formulation of policies that affect them.
5. Right to be protected against all forms of harassment and bullying while on board the fishing vessel or onshore. The Employer shall ensure that harassment and bullying do not take place and put policies that protect all Fishers and fishing crew members, alike.
6. Right to be protected from discrimination on the basis of race, sex, age, gender, religion, or political opinion on board and onshore. The Employer shall have a policy on anti-discrimination on board and onshore.
7. Right to free legal assistance and protection by the Employer on work-related cases or arising from observance or implementation of the Master/Skipper's instruction/s or in defense of their right/s in a foreign territory. The Employer, through the manning agency, shall immediately coordinate the matter with the nearest Migrant Workers Office (MWO) or with the Department or the Overseas Workers Welfare Administration (OWWA).

The Employer shall also pay the benefits and/or other forms of assistance during detention of Overseas Fishers subject to the applicable CBA or the Department's issuances.

8. Right to immediate daily sustenance, rescue, and repatriation back to the point of hire, and legal representation in case of abandonment of the fishing vessel at sea or other cases of the Fishers' detention.
9. Right to compassionate visit by one (1) family member as provided under Section 37-A(g) of Republic Act No. 8042, otherwise known as the Migrant Workers and Overseas Filipinos Act of 1995, as amended by Republic Act No. 10022, when the Overseas Fisher is hospitalized and has been confined for at least seven (7) consecutive days. The Employer shall pay for the transportation and accommodation costs. Other costs such as visa and travel requirements shall be for the visitor's cost.

The right to compassionate visit shall also be extended to Fishers who are detained in connection with commission of alleged crimes.

10. Right to appropriate medical care on board and right to be taken ashore promptly for medical treatment in case of serious injuries and illnesses and when an adequate medical facility is not available, by a mode of transport necessary as provided under Section 37-A(h) of Republic Act No. 8042, otherwise known as the Migrant Workers and Overseas Filipinos Act of 1995, as amended by Republic Act No. 10022.

Section 4. Right to Information of a Fisher's Family or Next of Kin.

In critical incidents, such as, but not limited to, accidents or deaths on board or offshore, piracy, abandonment of vessel, and other attacks against the vessel and/or its crew, the fishing vessel owner/operator or principal and the LMA shall immediately inform the Overseas Fisher's family or next of kin, including any investigation conducted, and shall furnish them with copies of any reports, action/s taken, and plans by the fishing vessel owner/operator and the manning agency concerned with regard to remedies, mitigation, or repatriation.

The fishing vessel owner/operator and the concerned LMA shall report the critical incident to the Department within five (5) calendar days from being informed of the critical incident. The fishing vessel owner/operator and the LMA shall immediately provide the appropriate assistance to the Overseas Fishers as required by applicable laws, rules and regulations.

Moreover, the fishing vessel owner/operator and the LMA shall provide periodic bi-monthly reports of the action taken to the Fisher's family or the next of kin and the Department, as applicable, until

the matter is resolved. Failure to comply with the foregoing reportorial requirements shall be a ground for the imposition of the appropriate penalties, as prescribed by the Department.

Section 5. Duties of the Employer – Fishing Vessel Owner/Operator, Licensed Manning Agency, and Master/Skipper – and of Overseas Fishers.

1. The Employer (Fishing Vessel Owner/Operator, LMA, or Master/Skipper) shall:
 - a. Promptly pay the wages of the Overseas Fisher every month and remit the allotment which could be at least eighty percent (80%) of the Fisher's monthly salary, which shall consist of basic wage plus fixed or guaranteed overtime, including backwages or the amount earned in excess of allotment, at intervals consented to by the Overseas Fisher, to the designated allottee/s in the Philippines through any authorized Philippine bank, at no expense to the Overseas Fisher. Any arrangements or agreements between the Fisher and the principal as to the payment of wages and remittance shall be with the prior written consent of the Overseas Fisher and approval of the Department;
 - b. Provide the Overseas Fisher under its employ a copy of the written employment contract, CBA, if applicable, and detailed payslip or payroll slip clearly indicating the amount paid, deductions made, and the legal and/or contractual basis for the deductions, as well as appropriate insurance coverage, including exchange rates used, when applicable;
 - c. Expeditiously settle all valid claims of the Overseas Fisher;
 - d. Provide a seaworthy fishing vessel and take all reasonable measures to ensure the health and safety of the crew, including provision of safety equipment, protective and safety devices such as Personal Protective Equipment (PPE), fire prevention, equipment guarding, safe and proper navigation of the vessel, and such other precautions necessary to avoid accident (such as being washed overboard, tripping or falling due to motion of the vessel or slippery surfaces), injury (such as those caused by heavy, dangerous or unguarded winches or equipment), or sickness of the fishing crew;
 - e. Provide all engaged Overseas Fishers, particularly new hires, with comprehensive job safety instructions and orientation on the type of fishing vessel, and conduct training prior to deployment on the proper use of fishing gear, fishing techniques, and occupational safety and health, including familiarization with the workplace and peculiarities of the work environment at sea;
 - f. Inform the Overseas Fishers of the hazards associated with their work, health risks involved or to which they are exposed, preventive and protective measures to eliminate or minimize the risks, and steps to be taken in cases of emergency, providing where necessary, measures to deal with emergencies and accidents including first-aid arrangements;
 - g. Provide decent working and living conditions on board fishing vessels, including access to potable water, clean and adequate food, medical care, rest periods, sleeping quarters, and conditions that facilitate minimum standards of health and hygiene;
 - h. Ensure no forced or compulsory labor and other mistreatment on board the fishing vessel;
 - i. Make operational on board the vessel the grievance machinery provided in this Contract and ensure free access to it at all times by the Overseas Fisher;
 - j. Provide regular opportunity to disembark, unrestricted access to their identity documents, ability to terminate this Contract and seek repatriation, and reasonable access to communication facilities while on board the fishing vessel;
 - k. Observe the Code of Discipline under the Department's Rules and Regulations Governing the Recruitment and Employment of Seabased Overseas Filipino Workers and/or the Code Ethics for Seafarers, as applicable, and the Master/Skipper shall uphold the highest standards of professional conduct that fosters a respectful and safe working environment;

- l. Ensure the reasonable, timely, and safe repatriation from a convenient port to the point of hire, taking into account the needs, reasonable requirements for comfort, and the dignity of the Overseas Fisher, all costs related to repatriation shall be borne by the fishing vessel owner/operator or the LMA concerned and shall expedite the repatriation without prior determination of the cause of repatriation or the cause of the termination of the Fisher's employment; and
- m. Extend coverage to the Overseas Fishers under the Philippine Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Employees' Compensation Commission (ECC), and Home Development Mutual Fund (Pag-IBIG Fund). In multilateral or bilateral agreements entered into by the Philippine government with other countries, the portability and accessibility of benefits shall be ensured.

2. The Overseas Fisher shall:

- a. Diligently perform all duties as Fisher or in other capacity engaged by the Employer onboard the fishing vessel, including, but not limited to: operating and maintaining the fishing equipment or gears; setting, deploying, and retrieving nets or hauling lines; handling and processing of catch; and performing general maintenance tasks on the fishing vessel;
- b. Abide by the Code of Discipline under the Department's Rules and Regulations Governing the Recruitment and Employment of Seabased Overseas Filipino Workers and/or the Code of Ethics for Seafarers, as applicable;
- c. Comply with the lawful commands of the Master/Skipper or any person lawfully designated or authorized to succeed him/her;
- d. Faithfully comply with the terms and conditions of this Contract, observe company policy(ies), and follow regulations or restrictions concerning safety, drug and alcohol use, and environmental protection;
- e. Observe occupational health and safety standards in the vessel, make proper use of all safeguards and safety devices furnished for the protection of everyone on board, including being suitably dressed for safety point of view for the job, follow instructions to prevent injuries, accidents and imminent danger situations, observe the prescribed steps in case of emergency, and report any hazard that may be discovered in the vessel;
- f. Be responsible for one's health while on board by maintaining a healthy lifestyle and taking necessary medication as prescribed by the PEME doctor, if there be any;
- g. Keep their quarters and other living spaces - such as mess rooms, toilets, bathrooms, alleyways, and recreation rooms - clean and tidy; the work is to be performed outside of the regular working hours and for which the Employer shall pay no overtime pay;
- h. Submit to the order of the Master/Skipper or to the laws of any country within the territorial jurisdiction of which the vessel may enter to have such vaccination or inoculation or to undertake measures safeguarding their health and of the whole crew;
- i. Conduct one's self in an orderly and respectful manner towards co-workers, crew, stevedores, port authorities, and other persons involved in official business with the vessel;
- j. Report forced labor or cases of mistreatment to the Master/Skipper or Employer, if possible, otherwise, report the same after disembarkation to the port state; and
- k. Comply with all security protocols established on board including, but not limited to:
 - i. Participation in all mandatory drills and training sessions; and
 - ii. Proper and correct use of safety and rescue equipment.

Section 6. Commencement and Duration.

The employment contract between the Employer and the Overseas Fisher shall commence and the Overseas Fisher shall be deemed "engaged" at the point of hire upon approval of immigration authorities for departure and with a Department-approved contract. It shall be effective until the Fisher's date of arrival at the point of hire upon termination of his/her employment pursuant to **Section 27** and/or **Section 28** of this Contract.

The period of employment shall be for a period mutually agreed upon by the Fisher and the Employer but not to exceed twelve (12) months. Any extension of this Contract shall be subject to mutual consent of both parties, with the approval of the Department.

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

Section 7. Pre-Employment Medical Examination (PEME) and PEME/Medical Certificate.

It is the duty of the Overseas Fisher to undergo a Pre-Employment Medical Examination (PEME) only in Department of Health (DOH) -accredited Medical Facilities for Overseas Workers and Seafarers (MFOWS) or designated MFOWS of the Employer, at the Employer's expense whatever the results of such examination. The Overseas Fisher shall truthfully answer the questions as required according to the standards set by the DOH or by the medical protocol of the flag State or Employer, whichever will provide the highest protection to the health and safety of the Overseas Fisher.

A PEME/Medical Certificate shall be issued to attest to the Fisher's fitness to perform their duties and that the Fisher met the minimum health requirements and is physically and mentally fit to work. The Certificate shall specify at the minimum that: (a) the hearing and sight of the Fisher is fit for duties; and (b) the Fisher is not suffering from any medical conditions likely to be aggravated by working on board a fishing vessel or render the Fisher unfit for service or endanger the safety or health of others on board. The PEME/Medical Certificate shall state its period of validity, which shall not exceed a maximum period of two (2) years.

Section 8. Free Passage from the Point of Hire to the Port of Embarkation; Baggage Allowance.

The Overseas Fisher shall join the vessel or be available for duty at the date and time specified by the Employer. The Overseas Fisher shall travel by air or as otherwise directed at the expense of the Employer. The baggage allowance provided by the airlines shall be complied with and any excess baggage shall be for the account of the Overseas Fisher.

Article II – Hours of Rest, Wages, and Compensation for Work-Related Events

Section 9. Minimum Hours of Rest.

The Overseas Fisher shall be granted a minimum hours of rest, which shall not be less than ten (10) hours in any twenty-four (24)-hour period and seventy-seven (77) hours in any seven (7)-day period.

The ten (10)-hour rest period can be divided into two periods, one of which shall be at least six (6) hours, and the interval between consecutive periods of rest shall not exceed fourteen (14) hours. Short breaks and mealtimes are not included in the calculation of rest periods.

Section 10. Compensatory Rest Period.

In case of emergencies, nothing in this Section shall be deemed to impair the right of the Master/Skipper of a vessel to require a Fisher to perform any hours of work necessary for the

immediate safety of the vessel, the persons on board, or the catch, for the purpose of giving assistance to other boats, ships, or persons in distress at sea, or other emergencies.

Accordingly, the Master/Skipper may suspend the schedule of hours of rest and require a Fisher to perform any hours of work necessary until the normal situation has been restored. As soon as practicable and after the necessary work is completed, the Master/Skipper must ensure that any Fishers who worked during their scheduled rest are given a period of rest equivalent to missed or interrupted rest to reduce or prevent the effects of fatigue.

Section 11. Records of Hours of Work or Daily Hours of Rest.

The record of the Fisher's hours of work or daily hours of rest shall be maintained to allow monitoring of compliance to the above sections. The Fisher shall be provided a copy of these records which shall be certified by the Master/Skipper or a person authorized by the Master/Skipper.

Section 12. Wages.

- A. All Fishers shall be paid for their work regularly and in full in accordance with this Contract.
- B. Without prejudice to higher rates provided under a CBA or by the Employer as company practice or policy, or as required by the flag of registry, the minimum wage applicable to a Fisher on board commercial fishing vessels plying international routes and conducting fishing activities outside the territorial jurisdiction of the Philippines shall be as provided in this Contract, which shall in no case be lower than the standard set by the Department in accordance with prevailing industry rates, and regularly paid in full at least once a month.
- C. Fishers 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.
- D. Where a Fisher is held captive on or off ship as a result of acts of piracy, armed robbery against ships, or other armed attacks, wages and other entitlements under this Contract, relevant CBAs, or applicable national laws, including the remittance of any allotments, shall continue to be paid during the entire period of captivity and until the Fisher is released and duly repatriated or, where the Fisher dies while in captivity, until the date of death, as determined in accordance with applicable national laws or regulations.

Section 13. Payment on Board.

Payment of shipboard pay in foreign ports shall be subject to the currency control regulations at the port abroad and to the official rate of exchange prevailing at the time of payment. Advances shall be at the Master's/Employer's discretion.

Section 14. Open, Fixed or Guaranteed Overtime, Rest Day Pay, Holiday Pay and Emergency Duty.

The Fisher shall be compensated for all work performed in excess of the regular working hours as defined herein. Overtime work may be compensated at the following rates:

- 1. **Open Overtime** - not less than 125 percent (125%) of the basic hourly rate computed based on two hundred eight (208) regular working hours per month.
- 2. **Guaranteed or Fixed Overtime** - not less than thirty percent (30%) of the basic monthly wage. This fixed rate overtime shall include overtime work performed on rest days and holidays but shall not exceed one hundred five (105) hours a month.

3. **Work on Rest Days** - any hours of work or duty performed on designated rest days shall be paid rest day pay.
4. **Work on Holidays** - any hours of work or duty performed on designated holidays shall be paid holiday pay. The following shall be considered as holidays at sea and in port:

- | | |
|---|-------------------------|
| 1. New Year's Day | - January 1 |
| 2. Maundy Thursday | - Movable Date |
| 3. Good Friday | - Movable Date |
| 4. Araw ng Kagitingan (Bataan & Corregidor Day) | - April 9 |
| 5. Labor Day | - May 1 |
| 6. Independence Day | - June 12 |
| 7. National Heroes Day | - Last Monday of August |
| 8. All Saints Day | - November 1 |
| 9. Bonifacio Day | - November 30 |
| 10. Christmas Day | - December 25 |
| 11. Rizal Day | - December 30 |
| 12. All other holidays as provided by law | |

Notwithstanding the foregoing, the Fisher may agree in writing to swap holidays or to avail the holidays enumerated herein at some other day, provided that there is no diminution of benefits as a result of such arrangement and that the same is beneficial to the Fisher.

5. **Emergency Duty.** No overtime work shall be considered for any work performed in case of emergency affecting the safety of the vessel, crew, or cargo, of which the Master/Skipper shall be the sole judge, or for fire, boat, or emergency drill, or work required to give assistance to other vessels or persons in immediate peril, or other emergencies. As soon as practicable and after the normal situation has been restored, the Master/Skipper shall ensure that any Fishers who have performed work in cases of emergency are provided with an adequate compensatory rest period as provided under Section 10 of this Contract.

In computing overtime, a fraction of the first hour worked shall be considered as one full hour. After the first hour overtime, any work performed which is less than thirty (30) minutes shall be considered as half an hour and more than thirty (30) minutes shall be considered one full hour.

Section 15. Leave Pay

The Overseas Fisher's leave pay shall be in accordance with the number of days leave per month as agreed upon. Days leave shall not be less than four and a half days (4 ½) for each month of service and pro-rated. Leave pay shall be settled within two (2) weeks after arrival of the Overseas Fisher at the point of hire.

Section 16. Shore Leave

The Overseas Fisher shall be entitled to reasonable periods of shore leaves when off duty, upon arrival in port, except when leaving the vessel is prohibited or restricted by relevant authorities of the port State or due to safety or operational reasons.

Section 17. Compensation for Work-Related Illness or Injury.

When the Overseas Fisher suffers work-related injury or illness occurring between the date of commencing duty and the date upon which they are deemed duly repatriated, or arising from their employment between those dates, the Employer's liabilities are as follows:

1. Immediate medical attention when required at Employer's expense;
2. To continue to pay the Overseas Fisher's wages at pro-rata payment of their basic wage while on board the vessel until they have been repatriated;
3. If the injury or illness requires medical and/or dental treatment in a foreign port, the Employer shall be liable for the full cost of such medical, serious dental, surgical, and hospital treatment as well as board and lodging until the Overseas Fisher is declared fit to work or to be repatriated.
4. In case of medical repatriation, all costs related to repatriation, including transport through medical evacuation, with medical or non-medical escorts, until transport to repatriation destination at the option of the Overseas Fisher's family or next of kin, shall be shouldered by the fishing vessel owner/operator or LMA concerned.
5. If after repatriation, medical attention arising from said injury or illness is still required, the Overseas Fisher shall be so provided until such time that they are declared fit or the degree of their disability has been established by the company-designated physician, at Employer's cost.
 - a. For this purpose, the Overseas Fisher, within three (3) working days upon return, shall submit to a Post-Employment Medical Examination by a company-designated physician for treatment until they are declared fit to work or given a disability grading. If physically incapacitated to do so, a written notice to the LMA within the same period is deemed compliance.
 - b. From signing-off from the vessel for medical treatment, a sickness allowance equivalent to the basic wage shall be provided on a regular monthly basis until the Overseas Fisher is declared fit to work or the degree of permanent disability has been assessed by the company-designated physician. In no case shall this period exceed one hundred twenty (120) days, which is the period for treatment of temporary total disability.

However, if the Overseas Fisher is undergoing further medical attention, the period may be extended to a maximum of two hundred forty (240) days subject to the right of the Employer to declare within this period that a permanent partial or total disability already exists or the Fisher is already fit to work as justified by their medical condition.

If the Overseas Fisher is prescribed medicines by the company-designated physician during this period, the Employer shall reimburse the cost. If the treatment is on an out-patient basis, as determined by the company-designated physician, the Employer shall approve the appropriate mode of transportation and accommodation. Payment or reimbursement of the reasonable cost of actual travel expenses and accommodation and the cost of medicines shall be subject to the submission of official receipts and proof of expenses.

In the course of the treatment, the Fisher shall also report regularly to the company-designated physician on the dates prescribed and agreed to by the Fisher. Failure of the Fisher to comply with the mandatory reporting requirement shall result in forfeiture of the right to claim the above benefits.

- c. If the Overseas Fisher disagrees with the final assessment of the company-designated physician, he/she may seek a re-evaluation by a physician of choice who specializes on his/her illness or injury. If the physician of the Fisher's choice issues a disability grading that is different or contrary to the medical findings of the company-designated physician, the Overseas Fisher must file, within thirty (30) calendar days from receipt

of his/her physician's findings, a written request with the Department to refer the conflicting medical gradings to a Third Doctor.

The Third Doctor shall be mutually selected by the Employer and Overseas Fisher from a pool of DOH-accredited medical specialists relevant to the injury or illness of the Overseas Fisher. The Third Doctor should be duly trained in the determination of maritime disability grading. In the absence of an agreement, the Third Doctor shall be drawn by the Department from the list of DOH-accredited doctors, and the appointment of the Third Doctor shall not be subject to appeal.

With all the medical documents considered and issued by the company-designated physician and the Fisher's physician of choice, the Third Doctor shall determine the final disability grading, which shall be binding on both parties.

When the issue involves the Overseas Fisher's disability grading, fitness to work, or illness or injury, completion of this process is required prior to the filing of any dispute settlement, arbitration proceeding, or legal action. The Third Doctor's assessment shall strictly adhere to the Schedule of Disabilities as provided in **Section 37** of this Contract or the applicable CBA.

6. A finding of injury or illness not listed in **Section 37-A** and **Section 37-B** of this Contract is disputably presumed as work-related.
7. Upon sign-off of the Fisher from the vessel for medical treatment, the Employer shall bear the full cost of repatriation in the event the Fisher is declared: (1) fit for repatriation; or (2) fit to work but the Employer is unable to find employment for the Fisher on board his/her former vessel or another vessel of the Employer despite earnest efforts.
8. In case of permanent total or partial disability caused by either injury or illness, the Fisher shall be compensated in accordance with the schedule of compensation enumerated in **Section 37-A** of this Contract. Computation of the compensation 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.

The amount of disability compensation shall be based solely on the disability grading provided in **Section 37-A** and **Section 37-B** and shall not be measured or determined by the number of days a Fisher is under treatment or the number of days in which sickness allowance is paid.

9. The compensation mentioned above shall be separate and distinct from, and will be in addition to whatever the Overseas Fisher is entitled under Philippine laws such as from the SSS, OWWA, ECC, PhilHealth and the Pag-IBIG Fund.
10. When requested, the Employer shall furnish the Overseas Fisher a copy of all pertinent medical reports or any records at no cost to the latter.

Section 18. Compensation for Work-Related Death.

In case of work-related death during the term of this Contract, the Employer shall pay the Overseas Fisher's beneficiaries in Philippine Currency, at the exchange rate prevailing during the time of payment, an amount equivalent to Fifty Thousand US dollars (US\$50,000) and an additional amount of Seven Thousand US dollars (US\$7,000) to each child under the age of twenty-one (21) years but not exceeding four (4) children.

1. Where death is caused by warlike activity while fishing within a declared war zone, warlike, or high-risk area, the compensation shall be double the amount above stated. The Employer shall undertake appropriate war zone, warlike, or high-risk area insurance coverage for this purpose.
2. For the purpose of this Section, an Overseas Fisher shall be regarded as an employee of the Employer for so long as the death is directly attributable to sickness or injury that caused the Overseas Fisher's employment to be terminated.

3. If the Overseas Fisher goes missing at sea, whilst at the employment of the Employer, including missing by accident or as a result of marine or other similar peril, but excluding missing due to an act of suicide, the Overseas Fisher shall likewise be entitled to the same compensation under this Section.
4. The compensation for work-related death shall be separate and distinct from, and will be in addition to, whatever benefits the Overseas Fisher is entitled to under Philippine laws from the SSS, OWWA, ECC, PhilHealth, and Pag-IBIG Fund, if applicable.
5. Other liabilities of the Employer when the Overseas Fisher dies as a result of work-related injury or illness during the term of employment are as follows:
 - a. The Employer shall pay the deceased's beneficiary all outstanding obligations due the Overseas Fisher under this Contract.
 - b. The Employer shall transport the remains and personal effects of the Overseas Fisher to the Philippines at Employer's expense except if the death occurred in a port where local government laws or regulations do not permit the transport of such remains. In case death occurs at sea, the remains shall be cared for in accordance with the Master/Skipper's best judgment and in coordination with the LMA.
 - c. The Employer shall pay the beneficiaries in Philippine currency, at the exchange rate prevailing during the time of payment, an amount equivalent to One Thousand US dollars (US\$1,000) for burial expenses.

Section 19. Full and Complete Settlement of All Claims in Relation to Work-Related Injury, Illness or Death.

The Overseas Fisher and the Employer or their respective successors-in-interest acknowledge that payment for injury, illness, incapacity, disability or death of the Fisher under this Contract shall cover all claims arising from, or in relation with, or in the course of the Fisher's employment, including but not limited to damages arising from the Contract, tort, fault or negligence under the laws of the Philippines or any other country.

Section 20. Concealment or Non-disclosure of Prior Medical Condition.

A Fisher who knowingly conceals and does not disclose past medical condition, disability, and history in the PEME shall be liable for fraudulent misrepresentation and shall be disqualified from any compensation and benefits. This may also be a valid ground for termination of employment and imposition of the appropriate administrative and legal sanctions.

Section 21. Effect of Criminal Act or Intentional Breach of Duties on Compensation.

Any illness, injury, incapacity, disability, or death of the Overseas Fisher resulting from their willful or criminal act or intentional breach of duties shall disqualify him/her from availing of any compensation as provided for under this Contract. However, the Employer must prove that any such illness, injury, incapacity, disability, or death is directly attributable to such willful or criminal act or breach of duties.

Section 22. Fishing at War Zones, Warlike or High-Risk Fishing Grounds/Areas/Zones.

1. If the fishing vessel will traverse or operate in a war zone, warlike or high-risk zone during the term of this Contract, the following shall be observed:
 - a. The Employer/Master/Skipper/fishing vessel owner/operator shall fully inform and properly advise the Department and the Overseas Fishers, in writing, that they are bound for that area and the details of the risks involved.

- b. The Overseas Fisher shall have the right to refuse sailing. If the Overseas Fisher exercises the right to refuse sailing, he/she shall be immediately disembarked at a safe and convenient port and returned to the point of hire. The repatriation shall be at the Employer's cost with benefits accrued to the Overseas Fisher until he/she is fully repatriated.
 - c. In the event the Overseas Fisher does not exercise the right to refuse to sail, he/she shall be entitled to premium pay as the Department may prescribe through appropriate issuances.
 - 2. If at the time of the signing of the contract, the Overseas Fisher has prior knowledge that the vessel will be fishing in an area that is declared a war zone, warlike or high-risk operations area, the Overseas Fisher shall have the right to proceed with or decline the contract.
- If the Overseas Fisher chooses to proceed with the Contract, he/she shall bind himself/herself in writing to fish in the area.
- If the Overseas Fisher chooses to decline the Contract, the Employer may provide alternate vessel deployment.
- Such agreement shall be verified and approved by the Department and appended to this Contract.
- 3. In the event that the vessel arrives at the designated fishing area without any declaration that the area is a war zone, warlike or high-risk fishing ground/area and an event suddenly occurs which made the area a war zone, warlike or high-risk area without the knowledge of the Employer/Master/Skipper/fishing vessel owner/operator, the emergency protocols shall be executed.
 - 4. In order to protect the Overseas Fisher from the hazards of war or deteriorating political and security situations, the Department shall, pursuant to prior declaration by the Department of Foreign Affairs (DFA) or other internationally recognized bodies, such as, but not limited to, the International Transport Workers' Federation (ITF) and the International Bargaining Forum (IBF), or in line with relevant Travel Advisories, declare specific areas as war zones, warlike and/or high-risk areas.
 - 5. Overseas Fishers sailing through or operating in areas declared by the Department as war zone, warlike and high-risk zones shall be entitled to premium pay or its equivalent and war risk insurance coverage to be paid by the employer, the form of which shall be determined by the Department.

Section 23. Transfer of Overseas Fisher to Other Vessels.

The transfer of the Overseas Fisher to any vessel owned or operated, manned or managed by the same Employer, shall only be allowed if the following conditions are present:

- a) the Overseas Fisher is informed and has agreed to the transfer;
- b) the vessel is accredited to the same LMA;
- c) the position is equal or higher than in the original vessel;
- d) the compensation package and the conditions are equal or higher than stipulated in this Contract;
- e) the terms of service are in no way inferior; and
- f) the total period of employment shall not exceed the duration agreed upon as contained in the original contract.

Any transfer of an Overseas Fisher to another vessel shall be reported to and duly-approved by the Department.

Article III – Onboard and Onshore Grievance and Dispute Settlement Mechanisms

Section 24. Onboard Grievance Machinery and Procedure.

In the absence of a grievance machinery or procedure on board the fishing vessel, the following shall be observed:

A. Work-Related Grievances

1. The Overseas Fishers shall, as far as practicable during breaks, first approach and explain their grievance/s to the bosun/master/skipper for immediate redress or resolution of grievance/s onboard the fishing vessel.

The Fisher may be assisted by another crew member/Fisher of their choice on board the vessel.

2. If the grievance remains unresolved or not acted upon, or if the Fisher is unsatisfied with the outcome of the proceedings, or if the grievance is against the bosun/master/skipper, the Fisher shall accomplish the grievance form attached to this Contract or communicate in any convenient way to the LMA, the Department, or the OWWA of their grievance for appropriate filing/action.

B. Grievances related to non-payment/remittance of wages or allotments

If the issue involves non-payment or non-remittance of wages or allotments, the Fisher shall directly communicate with the LMA to seek clarification on the issue. If the Fisher has difficulty communicating with the LMA, he/she may seek assistance from the bosun/master/skipper who shall facilitate direct communication with the LMA or Employer to seek immediate clarification and resolution.

- C. Should the grievance under Items A or B of this Section remain unresolved, the matter shall be transmitted to the Onshore Grievance Machinery of the LMA, which shall endeavor to resolve the complaint.
- D. The grievance procedure and all actions or decisions shall be documented for the protection and interest of both parties. It shall be without prejudice to other modes of voluntary settlement of disputes and to the respective jurisdiction of the Department, the National Labor Relations Commission (NLRC), or the National Conciliation and Mediation Board (NCMB) if there is a CBA, over any unresolved complaints arising out of employment that shall be brought before it by the Overseas Fisher.

Section 25. Disciplinary Procedures.

In the absence of an onboard disciplinary procedure, the Master/Skipper shall comply with the following disciplinary procedures against an erring Fisher:

1. The Master/Skipper shall issue a written notice to the Overseas Fisher containing the following:
 - a. Grounds for the charges as listed in **Section 36** of this Contract or analogous acts constituting the same; and
 - b. Date, time, and place for a formal investigation of the charges against the Fisher concerned.
2. The Master/Skipper or the authorized representative shall conduct the investigation or hearing, giving the Fisher the opportunity to explain or defend himself/herself against the charges. These procedures must be duly and officially documented and entered into the vessel's logbook.
3. If after the investigation or hearing, the Master/Skipper is convinced that imposition of a penalty is justified, the Master/Skipper shall issue a written notice of penalty and the reasons for it to the Overseas Fisher, with copies furnished to the LMA.

4. If there is a clear and existing danger to the safety of the crew or the vessel, dismissal for just cause may be effected by the Master/Skipper. The Master/Skipper shall send a complete report to the LMA substantiated by witnesses, testimonies, and any other documents in support thereof.

Where the disciplinary proceedings are to be initiated against the Master/Skipper of the vessel, the officer next-in-rank shall have the duty and responsibility to comply with the foregoing procedures.

Section 26. Dispute Settlement Procedures.

1. In cases of claims and disputes arising from this Contract, the parties covered by a CBA shall submit the claim or dispute to the original and exclusive jurisdiction of the voluntary arbitrator or panel of voluntary arbitrators.
2. Absent a CBA, the parties may, at their option, submit the claim or dispute to either the original and exclusive jurisdiction of the NLRC, pursuant to Republic Act No. 8042, as amended, or to the original and exclusive jurisdiction of the voluntary arbitrator or panel of arbitrators. If there is no provision as to the voluntary arbitrators to be appointed by the parties, the appointment shall be made pursuant to the procedure of the NCMB of the Department of Labor and Employment (DOLE).
3. The Department shall exercise original and exclusive jurisdiction to hear and decide cases, which are administrative in character, involving or arising out of violations of recruitment laws, rules and regulations involving employers, principals, contracting partners and Overseas Fishers.

Article IV – Termination of Employment and Repatriation

Section 27. Termination of Employment; Grounds.

The following shall be grounds for termination of employment of Overseas Fishers:

1. The employment of the Fisher shall cease when the Fisher completes his/her period of contractual service aboard the fishing vessel, signs-off from the vessel and arrives at the point of hire.
2. Pre-Termination of this Contract by mutual agreement of the parties.
3. Termination by the Employer for just and valid cause in accordance with **Section 36** or the Table of Offenses and Corresponding Administrative Penalties, with observance of procedural due process particularly by serving the appropriate notices to the concerned Fisher and providing him/her the opportunity to be heard.
4. Termination by the Overseas Fisher for just and valid cause and with notice to the Employer. Just and valid cause as provided in Article 300 [285] of the Philippine Labor Code, as amended and renumbered, may include inhumane or unbearable treatment on board by the Employer; commission of a crime against his/her person by the Employer or his/her designated representative; non-payment of wages and non-remittance of allotment for a long period; unseaworthiness of the vessel; unsafe fishing practices; insufficient or lack of provisions; unaddressed threats to his/her life and safety; and other causes analogous to the foregoing.
5. When the Overseas Fisher signs-off for cause/s specified in **Section 28** of this Contract.
6. When the Fisher signs-off and is disembarked for medical reasons pursuant to **Section 17** of this Contract.

7. When the Fisher, in writing, voluntarily resigns and signs off prior to expiration of contract pursuant to **Section 29, par. 7** of this Contract.
8. If the transfer of vessel is not in accordance with the requirements of **Section 23** of this Contract.

Section 28. Other Cause/s of Employment Termination.

1. **Shipwreck.** Where the vessel is wrecked necessitating the termination of employment before the expiration of this Contract, the Overseas Fisher shall be entitled to earned wages computed until arrival at the point of hire, medical examination at Employer's expense to determine his/her fitness to work, repatriation at employer's cost and one (1)-month basic wage as termination pay.
2. **Vessel Sale, Lay-Up or Discontinuance of Voyage.** Where the vessel is sold, laid up, or the voyage is discontinued due to an emergency or force majeure necessitating the termination of employment before the expiration of the Contract, the Overseas Fisher shall be entitled to earned wages computed until arrival at the point of hire, repatriation at Employer's cost and one (1) month basic wage as termination pay.

If arrangements have been made for the Overseas Fisher to join another vessel belonging to the same employer/principal/LMA to complete the Contract, the Overseas Fisher shall be entitled to basic wages until the date of joining the other vessel.

3. **Unseaworthiness.** If the vessel is declared unseaworthy by a classification society, port state or flag state, the Overseas Fisher shall have the right to refuse to board the fishing vessel.

If the vessel's unseaworthiness necessitates the termination of employment before the expiration date of this Contract, the Overseas Fisher shall be entitled to earned wages computed until arrival at the point of hire, repatriation at Employer's cost and termination pay equivalent to one (1)-month basic wage.

4. **Change of Principal.** In case of change of principal of the vessel, the following shall be observed:
 - a. If the change results in the termination of employment before the date indicated for the expiration of this Contract, the Overseas Fisher shall be entitled to earned wages computed until arrival at the point of hire, repatriation at Employer's cost and one (1)-month basic pay as termination pay.
 - b. If by mutual agreement the Overseas Fisher continues to work on board the same fishing vessel, such service or work shall be treated as a new Contract. The Overseas Fisher shall be entitled to earned wages computed until arrival at the point of hire only.
 - c. In case arrangements have been made to join another vessel to complete this Contract, the Overseas Fisher shall be entitled to basic wage until the date of joining the other vessel.

Section 29. Repatriation

1. Upon the expiration of this Contract, the Overseas Fisher shall continue his/her service on board until the vessel's arrival at a convenient port or after arrival of the replacement crew, whichever occurs earlier, provided that, in any case, the continuance of such service shall not exceed three (3) months, subject to the consent of the Overseas Fisher and the Employer and the approval of the Department. The Fisher shall be entitled to earned wages and benefits as provided in this Contract.
2. If the vessel arrives at a convenient port before the expiration of this Contract, the Master/Skipper/Employer may, for operational convenience, repatriate the Overseas Fisher with his/her consent from such port. The Overseas Fisher shall be entitled to his/her earned

wages and earned leave pay and to his/her basic wages corresponding to the unserved portion of the contract.

3. The Overseas Fisher, if discharged at a port abroad for any reason other than for discipline and is not intended to rejoin a vessel, shall be repatriated to the Philippines via sea or air or as may otherwise be directed by the Master/Skipper/Employer. The Fisher shall be provided with accommodation, food, allowances, and medical treatment, if necessary, until he/she arrives at the point of hire.
4. When the Overseas Fisher is discharged for any just cause or for disciplinary reasons, the Master/Skipper/Employer shall have the right to recover the costs of his/her replacement and repatriation. Provided that, the Overseas Fisher shall still be entitled to his/her earned wages and benefits. Provided further, that the Overseas Fisher shall not be entitled to basic wage from the date of signing off until arrival at the point of hire.
5. The Overseas Fisher, when discharged and repatriated as directed by the Master/Skipper/Employer shall be entitled to basic wages from date of signing off until arrival at the point of hire. The Fisher's basic wage shall be calculated based on the date of arrival by the most direct route.
6. If the Overseas Fisher delays or desires a detour and/or another destination other than the most direct route to the point of hire, all additional expenses shall be for his/her account. The Fisher's basic wage for the most direct route shall not include the additional days spent for the delay or the detour to another destination.
7. An Overseas Fisher who requests for early termination of this Contract shall be liable for his/her repatriation cost as well as the transportation cost of his/her replacement. The Employer may, in case of compassionate grounds, assume the repatriation cost of the Fisher and the transportation cost of the Fisher's replacement.

Article V – Forced or Compulsory Labor and Other Mistreatment

Section 30. Forced or Compulsory Labor and Other Mistreatment.

The following may be considered as acts of forced labor, compulsory labor, or other forms of mistreatment:

1. Abuse of Vulnerability – means exploiting a Fisher by taking advantage of the perceived subservient or subordinate status or position of such Fisher, which includes, but is not limited to, his/her race, gender, age, or legal/socioeconomic status;
2. Misrepresentation or Deception – means making misleading or false promises to a Fisher regarding wages, working conditions, job roles/positions, legal status, or other conditions of work;
3. Restriction of Movement – means unreasonably or unlawfully controlling a Fisher's movement on, or access to, the fishing vessel, the port and onshore facilities, or other ships/vessels. This includes subtle forms of restrictions including, but not limited to, surveillance, threats, intimidation, or denial of transportation;
4. Isolation – means unreasonably or unlawfully cutting off a Fisher's communication with or disallowing a Fisher from contacting his/her family, the authorities, or support services/networks;
5. Physical and Sexual Violence – means using force, coercion, threats, or intimidation to control or punish a Fisher;
6. Intimidation and Threats – means instilling fear in a Fisher or preventing him/her from asserting any of his/her rights or from lawfully requesting the termination of his/her employment;

7. Retention of Identity Documents – means unreasonably or unlawfully withholding a Fisher's personal identification documents, such as, but not limited to, passport or identification cards;
8. Withholding of Wages – means deliberately delaying or denying the full payment of a Fisher's wages, including, but not limited to, unlawfully deducting wages or the manipulation of a Fisher's payslip, payroll slip, or related accounting documents;
9. Debt bondage – means exacting personal services or labor from a Fisher as security or payment for a debt, when the length and nature of services or labor is not clearly defined or when the value of the services or labor, as reasonably assessed by the Department, is not applied toward the liquidation of the debt;
10. Abusive working and living conditions – means forcing a Fisher to live and/or work in substandard, unsafe, or unsanitary environments or facilities. This includes living and/or working under conditions that violate or degrade basic human dignity; or
11. Excessive overtime – means imposing long hours of work without rest/compensatory hours of rest and/or compensation.

Section 31. Reporting Forced or Compulsory Labor and Other Mistreatment.

If an Overseas Fisher has reasonable grounds to believe that he/she or a co-worker is an affected person subjected to forced or compulsory labor, or other forms of mistreatment, he/she may directly report to the Employer, the LMA, union, civil societies, non-governmental organizations (NGOs), the Department, the nearest Philippine consular office, the port state or the flag state, while on board a fishing vessel or after disembarkation.

Section 32. Obligation of the Employer.

The Employer, upon receipt of the report on forced or compulsory labor and other mistreatment, shall immediately:

1. Take action to ensure the safety of the fishing crew and resolve the situation on board;
2. Submit a report to the flag state, port state, Philippine consular office, or the Department, whichever is more convenient, detailing the situation, remedies provided, and the status and location of the fishing crew as soon as possible;
3. Facilitate the safe disembarkation and repatriation of the affected fishing crew in a manner and place, as agreed upon by the fishing crew, including access to any needed medical treatment or psychosocial intervention at the expense of the owner or employer; and
4. Cooperate fully in all official investigations into the incident, including, but not limited to, providing independent and individual access to all fishing crew remaining on the fishing vessel.

Article VI – Miscellaneous Provisions

Section 33. Account of Wages and Certificate of Employment.

Upon discharge or termination of the employment, the Overseas Fisher shall be given a written account of his/her wages reflecting all deductions therefrom. Where the Overseas Fisher is medically repatriated, the written account of his/her wages shall be given as soon as practicable. Upon request by the Overseas Fisher, the Employer/LMA shall promptly issue a certificate of employment or service record without any charge.

Section 34. Victualling, Vessel Stores, and Provisions.

The Overseas Fisher shall be provided, by the Master/Employer, with subsistence consistent with good maritime standards and practices while on board the vessel.

All stores and provisions issued to the Fisher are only for use and consumption on board the vessel and any unused or unconsumed stores or provisions shall remain the property of the Employer. The Overseas Fisher shall not take ashore, sell, destroy, or give away such stores and provisions.

Section 35. Loss or Damage due to the Effects caused by Marine Peril.

1. The Overseas Fisher shall be reimbursed by the employer the full amount of the actual loss or damage to his/her personal effects but in no case shall the amount exceed the Philippine currency equivalent of Two Thousand US dollars (US\$2,000), if his/her personal effects are lost or damaged as a result of the wreck, loss, stranding, abandonment of the vessel, or as a result of fire, flooding, collision, piracy, or vessel attacks.
2. Reimbursement for loss or damage to the Fisher’s personal effects shall not apply if such loss or damage is due to: (a) the Fisher’s own fault; (b) larceny or theft; or (c) robbery.
3. Payment of any reimbursement shall be computed at the rate of exchange prevailing at the time of payment.

Article VII – Tables of Offenses and Disability

Section 36. Table of Offenses and Corresponding Administrative Penalties.

1. Pursuant to **Section 25** and **Section 27, par. 3** of this Contract, the disciplinary grounds listed in the Table of Offenses and Administrative Penalties hereunder or analogous acts thereto shall be penalized according to its gravity and frequency of commission. The Master/Skipper shall commence an investigation and such offense shall be penalized with the corresponding penalty as provided in the Table of Offenses. However, this does not preclude the Overseas Fisher from availing of the proper remedies before the Department or the appropriate government agency.
2. Commission by the Overseas Fisher of any of the offenses enumerated in the Table of Offenses and Administrative Penalties hereunder or of similar offenses, upon receipt by the Department of the complete report by the LMA, shall be a ground for the institution of disciplinary administrative action by the Department.
3. The penalties for administrative actions by the Master/Skipper and/or the Department provided herein shall be separate and distinct from whatever appropriate legal action that may be filed against the Overseas Fisher.

OFFENSES	ADMINISTRATIVE PENALTIES (IMPOSED BY THE MASTER)	ADMINISTRATIVE PENALTIES (IMPOSED BY DMW AFTER DUE INVESTIGATION)
1. Submitting, furnishing, or using false material information or documents or any form of gross misrepresentation for the purpose of job application or employment	Dismissal and to pay cost of his/her repatriation	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
2. Unjustified breach of employment contract by the Fisher	Dismissal and to pay cost of his/her repatriation	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
3. Gross violation of LMA policies and regulations	Dismissal and to pay cost of his/her repatriation	One (1) Year and One (1) Day to Two (2) Years suspension from

		participation in the overseas employment program
4. Conviction for violation of the Anti-Violence Against Women and Children Act (R.A. No. 9262) or any other relevant laws involving gender-based violence	Dismissal and to pay cost of his/her repatriation	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
5. Commission of acts amounting to a felony or crime involving moral turpitude punishable by the laws of the Philippines, the flag state, or the port state committed during employment, including but not limited to:		
a. possession, sale, transport, distribution, delivery, supply, or use of prohibited drugs, narcotics or other drug-related contraband	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Permanent disqualification from participation in the overseas employment program
b. gun-running or illegal/unauthorized possession of firearms, ammunition, explosives, and/or related items thereto	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
c. possession of child pornographic materials	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
d. Sexual assault, rape, murder, acts of terrorism, and other heinous crimes.	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Permanent disqualification from participation in the overseas employment program
6. Smuggling or violation of any customs rules and regulations of the Philippines or of foreign ports, such as:		
a. Smuggling any taxable item	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
b. Abetting or conniving with others to commit smuggling	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
c. Misdeclaration of or failing to declare articles leading to their seizure and fine to the ship	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
d. Misdeclaration of or failing to declare articles leading to their seizure but the ship is not implicated	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; or 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
e. Possession of pornographic materials other than child pornography leading to their seizure and imposition of fine against the ship	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
f. Any other violation of customs rules and regulations which will implicate the ship	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
7. Desertion		

a. Deserting or attempting to desert	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
b. Advising, assisting, or persuading another to desert	Dismissal and to pay cost of his/her repatriation	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
8. Absence without leave		
a. Abandoning post or duty without being properly relieved	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
b. Leaving the ship without permission from responsible officers during or outside working hours	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
c. Entrusting to others assigned duties without authority of superior officer	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; or 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
9. Sleeping on post while on duty	Warning	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
10. Insubordination		
a. Physically assaulting a superior officer, crew, passenger or other persons with business onboard the ship	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
b. Any act of disobedience to lawful orders of a superior officer	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
c. Attempting to assault a superior officer, crew, or other persons with business at the ship	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; or 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
d. Behaving with disrespect towards a superior officer	Warning	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
e. Insulting a superior officer by words or deeds	Warning	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
f. Inciting another to commit insubordination	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; or 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program

11. Drunkenness		
a. Drunk or intoxicated while on duty based on an agreed work schedule	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
b. Creating trouble on board due to alcohol intoxication	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
c. Failure to perform assigned jobs due to alcohol intoxication	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
12. Creating trouble outside the ship's premises that unjustly implicates the ship	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
13. Gambling		
a. Any form of gambling, including online gambling, which results in fighting or any incident as to upset the harmonious relationship on board the ship	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
b. Any other form of gambling, including online gambling, which is not purely recreational	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
14. Inciting mutiny, malicious destruction of ship's property, or any activity which will endanger the safety of the ship and its crew	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
15. Violation of company policies and regulations for:		
a. Pilferage or theft of ship's store or cargo	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
b. Pilferage or theft of ship's property, of crew or other persons with business at the ship	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
c. Embezzlement of ship's funds	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program

d. Unauthorized disposal of ship's properties for personal gain	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
e. Any act of dishonesty with intention to defraud the company	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
f. Gross negligence and failure to observe proper stowage and cargo handling procedures resulting in delay of ships and/or damage to cargoes	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
g. Failure to observe and comply with regulation on non-manifested baggage, parcels, and cargo	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
h. Failure to observe regulations on expiration of shore liberty	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
i. Being left behind by ship in any port without justifiable reason	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
j. Disorderly conduct and/or disrespect towards other persons	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
k. Immorality so as to cast aspersion on the good name of the ship and company	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
l. Inflicting harm or injury to others	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
16. Incompetence and inefficiency of a Fisher	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
17. Concerted action to breach approved contracts	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program

18. Any activity which tends to destroy harmonious relationship between and among the ship's crew and/or the company	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
19. Other forms of misrepresentation relative to the overseas employment of the Fisher	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
20. Violation of the Code of Discipline for Seafarers, as may be applicable	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
21. Grave abuse of authority		
a. Grave abuse of authority causing serious harm, injury, illness, or death to any person on board the vessel	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
b. Grave abuse of authority which disturbs the harmonious relationship of ship's crew	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
c. Any other case of abuse of authority	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
22. For gross misbehavior prejudicial to good order and discipline	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
23. Gross negligence resulting in damage, loss, spoilage or deterioration of the ship's stocks and property	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; <i>or</i> 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
24. Connivance with or coddling of stowaway	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from

		participation in the overseas employment program
25. Willfully making false statement, reports, certification or document for personal gain or with intent to mislead or defraud the company or authorities	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	One (1) Year and One (1) Day to Two (2) Years suspension from participation in the overseas employment program
26. Any other case as to cast aspersion on the good name of the company and ship	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; or 2) dismissal and cost of repatriation and cost of replacement	(6) Months to One (1) Year suspension from participation in the overseas employment program
27. Failure to observe safety and environmental rules/regulations	Master's reasonable and sound discretion (depending on circumstances) Penalties ranging from: 1) reprimand or warning; or 2) dismissal and cost of repatriation and cost of replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program
28. Failure to comply with the company's drug and alcohol policy	Dismissal and to pay cost of his/her repatriation and cost of his/her replacement	Six (6) Months to One (1) Year suspension from participation in the overseas employment program

Section 37. Schedule of Disability or Impediment for Occupational Injuries Suffered or Occupational Illnesses Contracted.

- A. Disability or fitness to work, whichever is applicable, shall be determined only after the treatment has reached Maximum Medical Improvement (MMI).
- B. Disability compensation, if warranted, shall not be measured or determined by the number of days a Fisher is under treatment or the number of days in which sickness allowance is paid.

Section 37-A. Occupational Injuries

HEAD	
Traumatic head injuries that result to:	
1. Severe paralysis of both upper or lower extremities or one upper and one lower extremity	Gr. 1
2. Severe mental disorder or Severe Complex Cerebral function disturbance or post-traumatic psychoneurosis which require regular aid and attendance as to render the Fisher permanently unable to perform any work	Gr. 1
3. Incurable imbecility	Gr. 1
4. Aperture unfilled with bone over three (3) inches without brain injury	Gr. 3
5. Moderate mental disorder or moderate brain functional disturbance which limits the Fisher to the activities of daily living with some directed care or attendance	Gr. 6
6. Moderate paralysis of two (2) extremities producing moderate difficulty in movements with self-care activities	Gr. 6
7. Aperture unfilled with bone not over three (3) inches without brain injury	Gr. 9
8. Slight paralysis affecting one extremity producing slight difficulty with self-care activities	Gr. 10
9. Slight mental disorder or disturbance that requires little attendance or aid and which interferes to a slight degree with the working capacity of the Fisher	Gr. 10

FACE	
1. Complete loss of the power of mastication and speech function	Gr. 1
2. Severe disfigurement of the face or head as to make the Fisher so repulsive as to greatly handicap him/her in securing or retaining employment, there being no permanent functional disorder	Gr. 2
3. Moderate constriction of the jaw resulting in moderate degree of difficulty in chewing and moderate loss of the power or the expression of speech	Gr. 4
4. Moderate facial disfigurement involving partial ablation of the nose with conspicuous scars on face or head	Gr. 5
5. Partial ablation of the nose or partial avulsion of the scalp	Gr. 9
6. Slight disorder of mastication and speech function due to traumatic injuries to jaw or cheek bone	Gr. 12
EYES	
1. Blindness or total and permanent loss of vision of both eyes	Gr. 1
2. Total blindness of one (1) eye and fifty percent (50%) loss of vision of the other eye	Gr. 5
3. Loss of one eye or total blindness of one eye	Gr. 7
4. Fifty percent (50%) loss of visual field cut of one eye	Gr. 10
5. Lagophthalmos, one eye	Gr. 12
6. Ectropion, one eye	Gr. 12
7. Ephemora, one eye	Gr. 12
8. Ptosis, one eye	Gr. 12
NOSE AND MOUTH	
1. Injuries to the tongue (partial amputation or adhesion) or palate-causing defective speech	Gr. 10
2. Considerable stricture of the nose (both sides) hindering breathing	Gr. 11
3. Loss of the three (3) teeth restored by prosthesis	Gr. 14
EARS	
1. Complete loss of hearing in both ears	Gr. 3
2. Loss of two (2) external ears	Gr. 8
3. Complete loss of the sense of hearing in one ear	Gr. 10
4. Loss of one external ear	Gr. 12
5. Loss of one half (1/2) of one external ear	Gr. 14
NECK	
1. Throat injury which necessitates the wearing of a tracheal tube	Gr. 6
2. Total stiffness of neck due to fracture or dislocation of the cervical spine	Gr. 8
3. Loss of speech due to injury to the vocal cord	Gr. 9
4. Moderate stiffness or two thirds (2/3) loss of motion of the neck	Gr. 10
5. Slight stiffness of the neck or one third (1/3) loss of motion	Gr. 12
CHEST-TRUNK-SPINE	
1. Injury to the spinal cord as to make walking impossible even with the aid of a pair of crutches	Gr. 1
2. Injury to the spinal cord resulting to incontinence of urine and feces	Gr. 1
3. Injury to the spinal cord as to make walking impossible without the aid of a pair of crutches	Gr. 4
4. Fracture of four (4) or more ribs resulting to severe limitation of chest expansion	Gr. 6
5. Fracture or dislocation of the thoracic or lumbar spines resulting in severe or total rigidity of the trunk or total loss of lifting power of heavy objects	Gr. 6

6. Moderate rigidity or two thirds (2/3) loss of motion or lifting power of the trunk	Gr. 8
7. Fracture of four (4) or more ribs with intercostal neuralgia resulting in moderate limitation of chest expansion	Gr. 9
8. Slight rigidity or one third (1/3) loss of motion or lifting power of the trunk	Gr. 11
9. Slight limitation of chest expansion due to simple rib functional without myositis or intercostal neuralgia	Gr. 12
ABDOMEN	
1. Severe residuals of impairment of intra-abdominal organs which requires regular aid and attendance that will make the Fisher unable to seek any gainful employment	Gr. 1
2. Loss of one kidney	Gr. 7
3. Moderate residuals of disorder of the intra-abdominal organs secondary to trauma resulting to impairment of nutrition, moderate tenderness, nausea, vomiting, constipation or diarrhea	Gr. 7
4. Loss of the spleen	Gr. 8
5. Slight residuals or disorder of the intra-abdominal organs resulting in impairment of nutrition, slight tenderness and/or constipation or diarrhea	Gr. 12
6. Inguinal hernia secondary to trauma or strain	Gr. 12
PELVIS	
1. Fracture of the pelvic rings as to totally incapacitate the Fisher to work	Gr. 1
2. Fracture of the pelvic ring resulting to deformity and lameness	Gr. 6
URINARY AND GENERATIVE ORGANS	
1. Total loss of penis	Gr. 7
2. Total loss of both testicles	Gr. 7
3. Scars on the penis or destruction of the parts of the cavernous body or urethra interfering with erection or markedly affecting coitus	Gr. 9
4. Urinary incontinence secondary to injury to the bladder or urethra	Gr. 10
5. Total loss of one testicle	Gr. 11
6. Loss of one breast	Gr.11
7. Prolapse of the uterus	Gr. 13
8. Great difficulty in urinating	Gr. 13
THUMBS AND FINGERS	
1. Loss of ten (10) fingers of both hands	Gr. 1
2. Loss of two or more fingers. Compensation for the loss of use of two (2) or more fingers or one (1) or more phalanges of two or more digits of a hand must be proportioned to the loss of the hand occasioned thereby but shall not exceed the compensation for the loss of a hand:	Gr. 6
a. Loss of five (5) fingers of one hand	Gr. 6
b. Loss of thumb, index fingers and any of 2 or more fingers of the same hand	Gr. 6
c. Loss of the thumb, index finger and any one of the remaining fingers	Gr. 7
d. Loss of thumb and index finger	Gr. 8
e. Loss of three (3) fingers of one hand not including thumb and index	Gr. 9
f. Loss of the index finger and any one of the other fingers of the same hand excluding thumb	Gr. 9
g. Loss of two (2) digits of one hand not including thumb and index finger	Gr. 10
3. Total loss of one thumb including metacarpal bone	Gr. 9
4. Total loss of one thumb	Gr. 10
5. Total loss of one index finger including metacarpal bone	Gr. 10

6. Total loss of one index finger	Gr. 11
7. Total loss of one middle finger including metacarpal bone	Gr. 11
8. Total loss of one middle finger	Gr. 12
9. Total loss of one ring finger including metacarpal bone	Gr. 12
10. Total loss of one ring finger	Gr. 13
11. Total loss of one small finger including metacarpal bone	Gr. 13
12. Total loss of one small finger	Gr. 14
The Disability Grading for the loss of a fraction of the <i>phalanx</i> shall be computed proportionately based on the corresponding disability grading for thumbs and fingers as provided herein.	
HANDS	
1. Total loss of use of both hands or amputation of both hands at wrist joints or above	Gr. 1
2. Amputation of one hand at carpo-metacarpal joints	Gr. 4
3. Amputation of one hand between wrist [joint] and elbow joint	Gr. 4
4. Loss of opposition between the thumb and tips of the fingers of one hand	Gr. 9
5. Loss of grasping power for small objects between the fold of the finger of one hand	Gr. 10
6. Loss of grasping power for small objects between fingers and palm of one hand	Gr. 10
7. Ankylosed wrist in normal position	Gr. 10
8. Ankylosed wrist in position one third (1/3) flexed or half extended and/or severe limited action of a wrist	Gr. 11
SHOULDER AND ARM	
1. Total paralysis of both upper extremities	Gr. 1
2. Total paralysis of one upper extremity	Gr. 3
3. Amputation of one (1) upper extremity at or above the elbow	Gr. 4
4. Pseudoarthrosis of the humerus with musculospiral or radial paralysis	Gr. 6
5. Stiff elbow at full flexion or extension (one side)	Gr. 7
6. Stiff elbow at right angle flexion	Gr. 8
7. Ankylosis of one shoulder, the shoulder blade remaining rigid	Gr. 8
8. Unreduced dislocation of one (1) shoulder	Gr. 8
9. Flail elbow joint of one arm	Gr. 9
10. Ankylosis of one (1) shoulder, the shoulder blade remaining mobile	Gr. 9
11. Inability to turn forearm (forearm in abnormal position – pronation)	Gr. 10
12. Ankylosis of the shoulder joint not permitting arm to be raised above a level with a shoulder and/or irreducible fracture or faulty union collar bone	Gr. 10
13. Inability to turn forearm (forearm in normal position-supination)	Gr. 11
14. Disturbance of the normal carrying angle or weakness of an arm or a forearm due to deformity of moderate atrophy of muscles	Gr. 11
15. Ruptured biceps or pseudoarthrosis of the humerus, close (one side)	Gr. 11
16. Inability to raise arm more than halfway from horizontal to perpendicular	Gr. 11
17. Scar the size of the palm in one extremity	Gr. 14
LOWER EXTREMITIES	
1. Loss of both feet at ankle joint or above	Gr. 1
2. Failure of fracture of both hips to unite	Gr. 1
3. Paralysis of both lower extremities	Gr. 1

4. Total loss of a leg or amputation at or above the knee	Gr. 3
5. Failure of fracture of a hip to unite	Gr. 3
6. Paralysis of one lower extremity	Gr. 3
7. Loss of ten (10) digits of both feet	Gr. 5
8. Complete immobility of a hip joint in flexion of the thigh	Gr. 5
9. Loss of one foot at ankle joint or above	Gr. 6
10. Loss of whole metatarsus or forepart of foot	Gr. 7
11. Complete immobility of a knee joint in strong flexion	Gr. 7
12. Loss of five digits of a foot	Gr. 8
13. Loss of one half (1/2) metatarsus of one (1) foot	Gr. 8
14. Loss of four (4) excluding great toe of a foot	Gr. 9
15. Loss of great toe and two (2) other toes of the same foot	Gr. 9
16. Complete immobility of a hip joint in full extension of the thigh	Gr. 9
17. Irregular union of fracture with joint stiffness and with shortening of 6 to 9 cm producing permanent lameness	Gr. 9
18. Loss of a great toe of one foot + one toe	Gr. 10
19. Loss of three (3) toes excluding great toe of a foot	Gr. 10
20. Malleolar fracture with displacement of the foot inward or outward	Gr. 10
21. Complete immobility of an ankle joint in abnormal position	Gr. 10
22. Stretching leg of the ligaments of a knee resulting in instability of the join	Gr. 10
23. Ankylosis of a knee in genuvalgum or varum	Gr. 10
24. Pseudoarthrosis of a knee cap	Gr. 10
25. Complete immobility of a knee joint in full extension	Gr. 10
26. Irregular union of fracture in a thigh or leg with shortening of 6 to 9 cms	Gr. 10
27. Complete immobility of an ankle joint in normal position	Gr. 11
28. Shortening of 3 to 6 cm with either joint lesion or disturbance of weight- bearing joint	Gr. 11
29. Loss of a big toe	Gr. 12
30. Loss of two toes not including great toe or next to it	Gr. 12
31. Depression of the arch of a foot resulting in weak foot	Gr. 12
32. Tearing of achilles tendon resulting in the impairment of active flexion and extension of a foot	Gr. 12
33. Shortening of 3 to 6 cm with slight atrophy of calf or thigh muscles	Gr. 12
34. Slight atrophy of calf of leg muscles without apparent shortening or joint lesion or disturbance of weight-bearing line	Gr. 13
35. Shortening of lower extremity from one to three centimeters with either joint lesion or disturbance of weight-bearing joint	Gr. 13
36. Loss of a toe other than the big toe	Gr. 14
37. Scar the size of a palm or larger left on an extremity	Gr. 14

Any item in the schedule classified under Grade 1 shall be considered or shall be constituted as a total and permanent disability.

In cases where the Fisher has been assessed with two or more disabilities, the total aggregate disability benefits corresponding to the assessed disabilities shall in no case exceed the maximum compensation for Grade 1 disability.

SCHEDULE OF DISABILITY ALLOWANCES

Impediment Grade	Base Amount	Percentage	Disability Allowance (base amount x percentage)
1	US\$ 55,000	120%	US\$ 66,000.00
2	US\$ 55,000	88.81%	US\$ 48,845.50
3	US\$ 55,000	78.36%	US\$ 43,098.00
4	US\$ 55,000	68.66%	US\$ 37,763.00
5	US\$ 55,000	58.96%	US\$ 32,428.00
6	US\$ 55,000	50.00%	US\$ 27,500.00
7	US\$ 55,000	41.80%	US\$ 22,990.00
8	US\$ 55,000	33.59%	US\$ 18,474.50
9	US\$ 55,000	26.12%	US\$ 14,366.00
10	US\$ 55,000	20.15%	US\$ 11,082.50
11	US\$ 55,000	14.93%	US\$ 8,211.50
12	US\$ 55,000	10.45%	US\$ 5,747.50
13	US\$ 55,000	6.72%	US\$ 3,696.00
14	US\$ 55,000	3.74%	US\$ 2,057.00

The foregoing disability benefits are to be paid in US Dollars or in equivalent Philippine currency, equivalent to the exchange rate prevailing at the time of payment, at the option of the Overseas Fisher.

The Schedule of Disability Allowances shall be without prejudice to periodic review by the Department.

Section 37-B. Occupational Diseases/Injuries

- A. For an occupational disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied and proven by substantial evidence:
 - 1. The Overseas Fisher’s work must involve the risks described herein;
 - 2. The disease was contracted as a result of the Overseas Fisher’s exposure to the described risks;
 - 3. The disease was contracted within a period of exposure and under such other factors necessary to contract it; and
 - 4. There was no notorious negligence on the part of the Overseas Fisher.
- B. Death or disability which is directly caused by sexually transmitted disease or arose from complications thereof shall not be compensable nor shall be entitled to the benefits provided in this Contract.
- C. The disability gradings enumerated in the following list shall not preclude the determination of the actual severity of the illness, which may warrant either an increase or a decrease in the disability grading equivalent to that prescribed for occupational diseases. The following diseases are considered as occupational when contracted under working conditions involving the risks described herein:

OCCUPATIONAL DISEASE	NATURE OF EMPLOYMENT	DISABILITY GRADING
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1. Occupational Cancers caused by chemical, physical, and biological, agents as listed in the Item 3 of the ILO List of Occupational Diseases (Revised 2010): a. Asbestos b. Benzidine and its salts c. Bis-chloromethyl ether (BCME) d. Chromium VI compounds e. Coal tars, coal tar pitches or soots f. Beta-naphthylamine g. Vinyl chloride h. Benzene i. Toxic nitro- and amino-derivatives of benzene or its homologues j. Ionizing radiations k. Tar, pitch, bitumen, mineral oil, anthracene, or the compounds, products or residues of these substances l. Coke oven emissions m. Nickel compounds n. Wood dust o. Arsenic and its compounds p. Beryllium and its compounds q. Cadmium and its compounds r. Erionite s. Ethylene oxide t. Hepatitis B virus (HBV) and hepatitis C virus (HCV) u. Cancers caused by other agents at work not mentioned in the preceding items where a direct link is established scientifically, or determined by methods appropriate to national conditions and practice, between the exposure to these agents arising from work activities and the cancer(s) contracted by the Fisher		Gr. 1 Stage IV (metastatic/unresectable) - Unable to sustain gainful employment; systemic impairment (cachexia, pain, organ failure) Gr. 5 Stage III (locally advanced, multiple nodes, borderline resectable) - Significant limitation, frequent hospitalizations, may be employable only in light work Gr. 10 Stage II (locally advanced, no distant spread) - Reduced work tolerance during/after treatment, but may return to work
2. Occupational Hearing Loss - severe profound hearing loss in an occupation where Fisher is exposed to prolonged, significant noise and vibration in his/her line of work	Any industrial operation having excessive noise particularly in the higher frequencies	Gr. 3 Complete loss of the sense of hearing on both ears – no hearing with or without loss of bone conduction Gr. 10 Complete unilateral deafness (no useful hearing in in one ear, normal or near-normal hearing in the other ear Gr. 11 Profound unilateral hearing loss (very limited residual hearing in one ear; other ear normal or near-normal) Gr. 13 Seventy percent (70%) loss of the sense of hearing in one ear – hearing of conversational voice at 5 feet Gr. 14 Forty percent (40%) loss of the sense of hearing in one ear – hearing of conversational voice at 10 feet
3. Decompression sickness		
a. Caissons disease	Any process carried on in compressed or rarefied air.	Gr. 1 When it causes or results in severe paralysis of both upper or lower extremities or one upper and one lower extremity Gr. 6 When it causes or results in bone issues Gr. 10

		When it causes or results in slight paralysis affecting one extremity producing slight difficulty with self-care activities
b. Aeroembolism	Any process carried on in rarefied air	Gr. 1 When it causes or results in severe paralysis of both upper or lower extremities or one upper and one lower extremity Gr. 6 When it causes or results in bone issues Gr. 10 When it causes or results in slight paralysis affecting one extremity producing slight difficulty with self-care activities
4. Dermatitis due to irritants and sensitizers [Skin Diseases under the ILO List of Occupational Diseases, Item No. 2]	The use or handling of chemical agents which are skin irritants and sensitizers	Gr. 7 High severe impairment (Whole body involvement with inability to work in exposed environment) Gr. 9 Severe impairment (Widespread, chronic and resistant to treatment) Gr. 11 Moderate Impairment (Recurrent, persistent lesions causing some limitation of function [need to avoid irritant exposure]) Gr. 14 Scar the size of the palm in one extremity
5. Infections	Work in connection with animals infected with anthrax, handling of animal carcasses or parts of such carcasses, including hides, hoofs, and horns	
a. Pneumonia		
Lipoid Pneumonia causing pulmonary fibrosis		Gr. 1 High severe impairment (End-Stage Respiratory Failure; Resting hypoxemia, hypercapnia, home O2 dependent); Severe (Far-advanced lesion, involving not less than one lobe, both sides, or entire lung, one side) Gr. 4 Dyspnea at rest/minimal exertion; frequent exacerbations despite medications Gr. 6 Severe, persistent exacerbations of pulmonary symptoms causing frequent limitation of daily physical activities Moderate (moderately advanced lesion involving one lobe, one side; or less than one lobe but both sides) Gr. 8 Moderate Impairment [Exertional dyspnea; dyspnea with moderate exertion (walking 200–400 meters, climbing 1–2 flights of stairs)] Gr. 9 Moderate, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a week

		Gr. 12 Slight (minimal lesion involving a small portion of one lobe as found either by fluoroscopy or x-ray, one side only) Mild, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a month
b. Bronchitis		
Bronchiolitis Obliterans		Gr. 1 High severe impairment (End-Stage Respiratory Failure; Resting hypoxemia, hypercapnia, home O2 dependent); Severe (Far-advanced lesion, involving not less than one lobe, both sides, or entire lung, one side)
		Gr. 4 Dyspnea at rest/minimal exertion; frequent exacerbations despite medications
		Gr. 6 Severe, persistent exacerbations of pulmonary symptoms causing frequent limitation of daily physical activities Moderate (moderately advanced lesion involving one lobe, one side; or less than one lobe but both sides)
		Gr. 8 Moderate Impairment [Exertional dyspnea; dyspnea with moderate exertion (walking 200–400 meters, climbing 1–2 flights of stairs)]
		Gr. 9 Moderate, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a week
		Gr. 12 Slight (minimal lesion involving a small portion of one lobe as found either by fluoroscopy or x-ray, one side only) Mild, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a month
Chronic Toxic Bronchilitis		Gr. 1 High severe impairment (End-Stage Respiratory Failure; Resting hypoxemia, hypercapnia, home O2 dependent); Severe (Far-advanced lesion, involving not less than one lobe, both sides, or entire lung, one side)
		Gr. 4 Dyspnea at rest/minimal exertion; frequent exacerbations despite medications
		Gr. 6 Severe, persistent exacerbations of pulmonary symptoms causing frequent limitation of daily physical activities

		Moderate (moderately advanced lesion involving one lobe, one side; or less than one lobe but both sides)
		Gr. 8 Moderate Impairment [Exertional dyspnea; dyspnea with moderate exertion (walking 200–400 meters, climbing 1–2 flights of stairs)]
		Gr. 9 Moderate, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a week
		Gr. 12 Slight (minimal lesion involving a small portion of one lobe as found either by fluoroscopy or x-ray, one side only) Mild, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a month
c. Pulmonary TB		Gr. 1 High severe impairment (End-Stage Respiratory Failure; Resting hypoxemia, hypercapnia, home O2 dependent); Severe (Far-advanced lesion, involving not less than one lobe, both sides, or entire lung, one side)
		Gr. 4 Dyspnea at rest/minimal exertion; frequent exacerbations despite medications
		Gr. 6 Severe, persistent exacerbations of pulmonary symptoms causing frequent limitation of daily physical activities Moderate (moderately advanced lesion involving one lobe, one side; or less than one lobe but both sides)
		Gr. 8 Moderate Impairment [Exertional dyspnea; dyspnea with moderate exertion (walking 200–400 meters, climbing 1–2 flights of stairs)]
		Gr. 9 Moderate, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a week
		Gr. 11 Slight (minimal lesion involving a small portion of one lobe as found either by fluoroscopy or x-ray, one side only) Mild, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a month
d. Anthrax		Gr. 1 High severe impairment (End-Stage Respiratory Failure; Resting hypoxemia, hypercapnia, home O2 dependent); Severe (Far-advanced lesion, involving not less than one lobe, both sides, or entire lung, one side)
		Gr. 4

		Dyspnea at rest/minimal exertion; frequent exacerbations despite medications
		Gr. 6 Severe, persistent exacerbations of pulmonary symptoms causing frequent limitation of daily physical activities Moderate (moderately advanced lesion involving one lobe, one side; or less than one lobe but both sides)
		Gr. 8 Moderate Impairment [Exertional dyspnea; dyspnea with moderate exertion (walking 200–400 meters, climbing 1–2 flights of stairs)]
		Gr. 9 Moderate, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a week
		Gr. 12 Slight (minimal lesion involving a small portion of one lobe as found either by fluoroscopy or x-ray, one side only) Mild, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a month
e. Cellulitis		Gr. 7 High severe impairment (Whole body involvement with inability to work in exposed environment)
		Gr. 9 Severe impairment (Widespread, chronic and resistant to treatment)
		Gr. 11 Moderate Impairment (Recurrent, persistent lesions causing some limitation of function [need to avoid irritant exposure])
		Gr. 14 Scar the size of the palm in one extremity
f. Norwalk Virus	Hepatitis A*, Norwalk, Salmonella	Gr. 1 Severe residuals or impairment of intra-abdominal organs requiring regular aid and attendance that will make the fisher unable to seek any gainful employment
		Gr. 5 Severe Impairment [Short bowel syndrome after multiple resections, persistent obstruction requiring repeated hospitalization, severe malnutrition]
		Gr. 7 Moderate Impairment [Chronic abdominal pain, partial obstruction episodes, weight loss, malabsorption or recurrent ascites, post-surgical adhesions with intermittent disability]; Moderate residuals or impairment of intra-abdominal organs resulting in impairment of nutrition, moderate tenderness, nausea, vomiting, constipation or diarrhea
		Gr. 12

		Mild Impairment [Occasional abdominal pain, adhesions not limiting activity, mild nutritional impairment]; Slight residuals or impairment of intra-abdominal organs resulting in slight impairment of nutrition, slight tenderness, and/or infrequent constipation or diarrhea.
g. Salmonella		Gr. 1 Severe residuals or impairment of intra-abdominal organs requiring regular aid and attendance that will make the fisher unable to seek any gainful employment
		Gr. 5 Severe Impairment [Short bowel syndrome after multiple resections, persistent obstruction requiring repeated hospitalization, severe malnutrition];
		Gr. 7 Moderate Impairment [Chronic abdominal pain, partial obstruction episodes, weight loss, malabsorption or recurrent ascites, post-surgical adhesions with intermittent disability] Moderate residuals or impairment of intra-abdominal organs resulting in impairment of nutrition, moderate tenderness, nausea, vomiting, constipation or diarrhea
		Gr. 12 Mild Impairment [Occasional abdominal pain, adhesions not limiting activity, mild nutritional impairment] Slight residuals or impairment of intra-abdominal organs resulting in slight impairment of nutrition, slight tenderness, and/or infrequent constipation or diarrhea.
h. Leptospirosis		Gr. 1 Severe Impairment [Chronic kidney disease stage 4-5 requiring dialysis with severe hepatic cirrhosis, neurological impairment (stroke-like sequelae, severe encephalopathy)]
		Gr. 7 Moderate impairment [Chronic kidney disease stage 2-3 after leptospiral nephritis with persistent liver dysfunction, neurological sequelae (mild cognitive impairment, peripheral neuropathy)] Severe impairment of kidney function requiring regular aid and attendance that will make the fisher unable to seek any gainful employment
		Gr. 12 Mild Impairment [Fatigue, mild hepatic dysfunction, transient proteinuria or subtle cognitive issues] Mild to moderate loss of kidney function
i. Malaria		Gr. 1 Severe: Hemiparesis, seizure disorder, cognitive decline, severe chronic anemia, splenic rupture/resection with immunologic risk, renal impairment (CKD stage 4-5)

		Gr. 6 Moderate hemiparesis, persistent splenomegaly, moderate anemia, easy fatigability, mild cognitive or motor impairment.
		Gr. 10 Mild weakness, chronic fatigue, occasional seizures, minor cognitive issues, mild anemia
j. Otitis Media		
Otitis Media resulting to Meningitis		Gr. 1 Severe Impairment [Paraplegia or severe hemiplegia with cognitive and/or speech impairment; uncontrolled seizures]
		Gr. 6 Moderate Impairment [Moderate hemiparesis with speech impairment and/or moderate cognitive impairment; controlled seizures; Paralysis of 2 or more extremities = 50%]
		Gr. 9 Moderate Impairment [Moderate hemiparesis with speech impairment and/or moderate cognitive impairment; controlled seizures; Paralysis of one extremity = 25%]
		Gr. 10 Mild Impairment [Mild weakness with occasional seizures and/or minor cognitive impairment]
		Gr. 13 Very mild impairment [Persistent peripheral paresthesias/neuropathy, without any motor involvement]
Otitis Media [resulting to hearing loss] based on audiogram computation		Gr. 3 Complete loss of the sense of hearing on both ears – no hearing with or without loss of bone conduction
		Gr. 10 Moderate impairment [Complete unilateral deafness (no useful hearing in in one ear, normal or near-normal hearing in the other ear)]
		Gr.11 Mild Impairment [Profound unilateral hearing loss (very limited residual hearing in one ear; other ear normal or near-normal)]
		Gr.13 Seventy (70%) loss of the sense of hearing in one ear – hearing of conversational voice at 5 feet
		Gr.14 Forty (40%) loss of the sense of hearing in one ear – hearing of conversational voice at 10 feet
k. Tetanus		
Tetanus complicated by Meningitis		Gr. 1 Severe Impairment [Paraplegia or severe hemiplegia with cognitive and speech impairment; uncontrolled seizures];

		Gr. 6 Moderate Impairment [Moderate hemiparesis with speech impairment and moderate cognitive impairment; controlled seizures; Paralysis of 2 or more extremities= 50%]
		Gr. 9 Moderate Impairment [Moderate hemiparesis with speech impairment and moderate cognitive impairment; controlled seizures; Paralysis of one extremity= 25%]
		Gr. 10 Mild Impairment [Mild weakness with occasional seizures and minor cognitive impairment]
		Gr. 13 Very mild impairment [Persistent peripheral paresthesias/neuropathy, without any motor involvement]
l. Viral Encephalitis		Gr. 1 Severe Impairment [Paraplegia or severe hemiplegia with cognitive and speech impairment; uncontrolled seizures];
		Gr. 6 Moderate Impairment [Moderate hemiparesis with speech impairment and moderate cognitive impairment; controlled seizures; Paralysis of 2 or more extremities= 50%]
		Gr. 9 Moderate Impairment [Moderate hemiparesis with speech impairment and moderate cognitive impairment; controlled seizures; Paralysis of one extremity= 25%]
		Gr. 10 Mild Impairment [Mild weakness with occasional seizures and minor cognitive impairment]
		Gr. 13 Very mild impairment [Persistent peripheral paresthesias/neuropathy, without any motor involvement]
m. Covid 19 / SARS / Influenza / Avian Influenza:		Gr. 1 High severe impairment [End-Stage Respiratory Failure; Resting hypoxemia, hypercapnia, home O2 dependent]; Severe (far-advanced lesion, involving not less than one lobe, both sides, or entire lung, one side)
		Gr. 4 Dyspnea at rest/minimal exertion; frequent exacerbations despite medications
		Gr. 6 Severe, persistent exacerbations of pulmonary symptoms causing frequent limitation of daily physical activities; or Moderate (moderately advanced lesion involving one lobe, one side; or less than one lobe but both sides)

		Gr. 8 Moderate Impairment [Exertional dyspnea; dyspnea with moderate exertion (walking 200–400 meters, climbing 1–2 flights of stairs)]
		Gr. 9 Moderate, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a week
		Gr. 12 Slight (minimal lesion involving a small portion of one lobe as found either by fluoroscopy or x-ray, one side only); or Mild, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a month
n. Cholera / Typhoid		Gr. 1 Severe residuals or impairment of intra-abdominal organs requiring regular aid and attendance that will make the fisher unable to seek any gainful employment
Gr. 5 Severe Impairment [Short bowel syndrome after multiple resections, persistent obstruction requiring repeated hospitalization, severe malnutrition]		
Gr. 7 Moderate Impairment [Chronic abdominal pain, partial obstruction episodes, weight loss, malabsorption or recurrent ascites, post-surgical adhesions with intermittent disability];		
Gr. 12 Mild Impairment [Occasional abdominal pain, adhesions not limiting activity, mild nutritional impairment];		
o. Dengue / Chikungunya / Zika		
Zika with neurological effects		Gr. 1 Severe Impairment [Paraplegia or severe hemiplegia with cognitive and/or speech impairment; uncontrolled seizures];
Gr. 6 Moderate Impairment [Moderate hemiparesis with speech impairment and/or moderate cognitive impairment; controlled seizures; Paralysis of 2 or more extremities= 50%];		
Gr. 9 Moderate Impairment [Moderate hemiparesis with speech impairment and/or moderate cognitive impairment; controlled seizures; Paralysis of one extremity= 25%]		
		Gr. 10 Mild Impairment [Mild weakness with occasional seizures and/or minor cognitive impairment];

		Gr. 13 Very mild impairment [Persistent peripheral paresthesias/neuropathy, without any motor involvement]
Zika with eye complications		Gr. 1 Severe Impairment [Total Blindness of both eyes];
		Gr. 5 Moderate impairment [Total of blindness of one eye and 50% loss of vision of the other eye]
		Gr. 7 Moderately severe Impairment [Total of blindness of one eye];
		Gr. 10 Mild Impairment [Fifty percent (50%) loss of vision visual acuity or visual field cut of one eye];
		Gr. 12 Epiphora, one eye
Including other infections resulting in complications necessitating repatriation.		
6. Ionizing radiation disease, inflammation, ulceration or malignant disease of the skin or subcutaneous tissues of the bones or leukemia, or anemia of the aplastic type due to x-rays, ionizing particle, radium or other radioactive substances		Gr. 12-14
a. Acute radiation syndrome	Short duration of exposure to large doses of x-rays, gamma rays, alpha rays and beta rays	
b. Chronic radiation syndrome	Chronic over-exposure to x-rays with a long latent period affecting the skin, blood and reproductive organ	
c. Glass Blower's cataract	Among furnace men, glass blowers, baker, blacksmith, foundry workers. These are workers exposed to infrared rays.	Gr. 1 Severe Impairment [Total Blindness of both eyes];
		Gr. 5 Moderate impairment [Total of blindness of one eye and 50% loss of vision of the other eye]
		Gr. 7 Moderately severe Impairment [Total of blindness of one eye];
		Gr. 10 Mild Impairment [Fifty percent (50%) loss of vision visual acuity or visual field cut of one eye];
		Gr. 12 Epiphora, one eye
7. Occupational diseases caused by chemical agents as listed in the Item 1.1 of the ILO List of Occupational Diseases (Revised 2010)		The Disability Grading shall depend on the extent of the injury or resulting illness caused to the Fisher under Section 37-A and/or Section 37-B (Occupational Injuries and Occupational Diseases/Ilnesses), as applicable.
8. Diseases caused by exposure to extreme temperatures and humidity		The Disability Grading shall depend on the extent of the injury or resulting illness caused to the Fisher under Section 37-A and/or Section 37-B (Occupational Injuries and
a. Heat stroke/cramps/exhaustion	Any occupation involving exposure to excessive heat	
b. Chilblain/frostbite/freezing	Any occupation involving exposure	

c. Immersion foot/general hypothermia	to excessive cold	Occupational Diseases/Ilnesses), as applicable.
	Any occupation involving exposure to excessive cold	
9. Vascular disturbance in the upper extremities due to continuous vibration from pneumatic tools or power drills, riveting machines or hammers	Any occupation causing repeated motions, vibrations and pressure of upper extremities	The Disability Grading shall depend on the extent of the injury or resulting illness caused to the Fisher under Section 37-A and/or Section 37-B (Occupational Injuries and Occupational Diseases/Ilnesses), as applicable.
10. Vascular disturbance in the lower extremities – varicocele causing pain, varicose veins resulting in discoloration and ulceration	Any work activities that entail heavy straining upon the lifting of heavy loads or prolonged standing	Gr. 7 (Ulceration; involves ulceration and non-healing wounds; varicocele or hydrocele and testicular torsion)
		Gr. 12 (Varicocele)
		Gr. 13 (Varicose veins)
11. Cardio-vascular events – to include heart attack (myocardial infarction), chest pain (angina), heart failure, or sudden death. Any of the following conditions must be met:		Gr. 1 Patients with organic heart disease unable to carry on any physical activity. Symptoms of heart failure are present even at rest, and any physical activity increases discomfort.
a. If the heart disease was known to have been present during employment, there must be proof that an acute exacerbation was clearly precipitated by an unusual strain by reasons of the nature of his/her work	a. if a person who was apparently asymptomatic before working showed signs and symptoms of cardiac injury during the performance of his/her work and such symptoms and signs persisted, it is reasonable to claim a causal relationship	Gr. 6 Patients with organic heart disease whose ordinary physical activity is moderately limited. Comfortable at rest, but less than ordinary activities cause fatigue, palpitations, or shortness of breath.
b. the strain of work that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship	b. if a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The employer shall provide a workplace conducive for such compliance in accordance with Section 5(1), paragraphs (f) and (g) (Duties of the Employer - Fishing Vessel Owner/Operator, Licensed Manning Agency, and Master/Skipper).	Gr. 8 Patients with organic heart disease whose ordinary physical activity is slightly limited. Comfortable at rest, but ordinary activities result in fatigue, palpitations, or shortness of breath.
c. If a Fisher who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of cardiac injury during the performance of his/her work and such symptoms and signs persisted, it is reasonable to claim a causal relationship	c. A Fisher not known to have hypertension or diabetes must show normal results in the last PEME	Gr. 12 Patients with organic heart disease but able to carry on ordinary physical activity. Ordinary activities do not cause undue fatigue, palpitations, or shortness of breath.
d. If a Fisher is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The employer shall provide a workplace conducive for such compliance in accordance with Section 5(1), paragraphs (f) and (g) (Duties of the Employer - Fishing Vessel Owner/Operator, Licensed Manning Agency, and Master/Skipper).		
12. Cerebrovascular Events - The following conditions must be met:		Gr. 1 Severe Impairment [Paraplegia or severe hemiplegia with cognitive and/or speech impairment; uncontrolled seizures];
a. If a person is a known hypertensive, his/her Hypertension remains poorly controlled despite compliance with the treatment.		Gr. 6 Moderate Impairment [Moderate hemiparesis with speech impairment and/or moderate cognitive impairment; controlled seizures; Paralysis of 2 or more extremities= 50%];
b. If a history of substance use is present, it must be ruled-out as a cause of/or contributory to stroke.		
c. In any case, any of the following conditions must be present:		
c.1. There must be proof that the acute stroke must have developed as a result of the		

stressful nature of work and pressures inherent in an occupation;		Gr. 9
c.2. There is a strong evidence of significant exposure such as but not limited to the following: extremes of temperature, long working hours, irregular work patterns, shift work, noise, reduced decision-making autonomy, excessive workload with inadequate time to meet job demands, high psychological demands, poor working conditions and heavy physical work.		Moderate Impairment [Moderate hemiparesis with speech impairment and/or moderate cognitive impairment; controlled seizures; Paralysis of one extremity= 25%]
c.3. The strain of work that brings about an acute stroke must be sufficient in severity and must be followed within 24 hours by the clinical signs of an acute onset of neurological deficit to constitute causal relationship;		Gr. 10
c.4. If a person who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of an acute onset of neurologic deficit during the performance of his/her work, and such symptoms and signs persisted, it is reasonable to claim causal relationship;		Mild Impairment [Mild weakness with occasional seizures and/or minor cognitive impairment];
c.5. There was a history of work - connected unusual and extraordinary mental strain or event or trauma to the neck, which must be proven to cause either a brain infarction or brain hemorrhage as documented by neuro-imaging studies; or		Gr. 13
c.6. In case of Transient Ischemic Attack or TIA which cannot be documented by neuro-imaging studies, a validation by the attending physician, preferably a neurologist, is required.		Very mild impairment [Persistent peripheral paresthesias/neuropathy, without any motor involvement]
13. End Organ Damage Resulting from Uncontrolled Hypertension		NEUROLOGIC
Impairment of function of the organs such as kidneys, heart, eyes, and brain under any of the following conditions shall be considered compensable:		Gr. 1
a. If a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The employer shall provide a workplace conducive for such compliance in accordance with Section 5(1), paragraphs (f) and (g) (Duties of the Employer - Fishing Vessel Owner/Operator, Licensed Manning Agency, and Master/Skipper).	a. if a person who was apparently asymptomatic before working showed signs and symptoms of cardiac injury during the performance of his/her work and such symptoms and signs persisted, it is reasonable to claim a causal relationship	Severe Impairment [Paraplegia or severe hemiplegia with cognitive and speech impairment; uncontrolled seizures]
		Gr. 6
		Moderate Impairment [Moderate hemiparesis with speech impairment and moderate cognitive impairment; controlled seizures; Paralysis of 2 or more extremities= 50%]
b. If a patient not known to have hypertension has the following on his/her last PEME: normal BP, normal CXR and ECG/treadmill	b. If a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The employer shall provide a workplace conducive for such compliance in accordance with Section 5(1), paragraphs (f) and (g) (Duties of the Employer - Fishing Vessel Owner/Operator, Licensed Manning Agency, and Master/Skipper).	Gr. 9
		Moderate Impairment [Moderate hemiparesis with speech impairment and moderate cognitive impairment; controlled seizures; Paralysis of one extremity= 25%]
		Gr. 10
		Mild Impairment [Mild weakness with occasional seizures and minor cognitive impairment]
		Gr. 13
		Very mild impairment [Persistent peripheral paresthesias/neuropathy, without any motor involvement]
		RENAL
		Gr. 2
		High severe impairment [Chronic Kidney Disease, Stage 5]

		Gr. 5 Severe Impairment [Chronic Kidney Disease, Stage 4] Gr. 10 Moderate Impairment [Chronic Kidney Disease, Stage 3] Gr. 14 Mild impairment [Chronic Kidney Disease, Stage 2] <u>CARDIO-VASCULAR</u> Gr. 1 High severe impairment [Dyspnea marked even at rest and completely preventing activity (any physical activity of daily living causes discomfort)] Gr. 6 Dyspnea sufficient to prevent climbing one flight of stairs, or walking one block without stopping; Patients with organic heart disease whose ordinary physical activity is moderately limited. Comfortable at rest, but less than ordinary activities cause fatigue, palpitations, or shortness of breath Gr. 8 Patients with organic heart disease whose ordinary physical activity is slightly limited. Comfortable at rest, but ordinary activities result in fatigue, palpitations, or shortness of breath Gr. 9 Moderate Impairment [Dyspnea only after climbing one flight of stairs or walking more than one block on a level surface] Gr. 12 Patients with organic heart disease but able to carry on ordinary physical activity. Ordinary activities do not cause undue fatigue, palpitations, or shortness of breath Gr. 14 Minimal Impairment [No recognized limitation of exertion tolerance] <u>OPHTHALMOLOGIC</u> Gr. 1 Severe Impairment [Total Blindness of both eyes]; Gr. 5 Moderate impairment [Total of blindness of one eye and 50% loss of vision of the other eye] Gr. 7 Moderately severe Impairment [Total of blindness of one eye]; Gr. 10 Mild Impairment [Fifty percent (50%) loss of vision visual acuity or visual field cut of one eye];
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		Gr. 12 Epiphora, one eye
14. Cataract	Caused by prolonged and excessive exposure to ultraviolet light from the sun or trauma or injury to the eye causing the development of traumatic cataract	Gr. 1 Severe Impairment [Total Blindness of both eyes];
		Gr. 5 Moderate impairment [Total of blindness of one eye and 50% loss of vision of the other eye]
		Gr. 7 Moderately severe Impairment [Total of blindness of one eye];
		Gr. 10 Mild Impairment [Fifty percent (50%) loss of vision visual acuity or visual field cut of one eye];
		Gr. 12 Epiphora, one eye
15. Pterygium	Caused by prolonged and excessive exposure to ultraviolet light from the sun, hot and dry climates, wind, and sea breeze.	Gr. 1 Severe Impairment [Total Blindness of both eyes];
		Gr. 5 Moderate impairment [Total of blindness of one eye and 50% loss of vision of the other eye]
		Gr. 7 Moderately severe Impairment [Total of blindness of one eye];
		Gr. 10 Mild Impairment [Fifty percent (50%) loss of vision visual acuity or visual field cut of one eye];
		Gr. 12 Epiphora, one eye
16. Vitreal hemorrhage and retinal detachment	Caused by trauma or strain upon lifting of heavy loads	Gr. 1 Severe Impairment [Total Blindness of both eyes];
		Gr. 5 Moderate impairment [Total of blindness of one eye and 50% loss of vision of the other eye]
		Gr. 7 Moderately severe Impairment [Total of blindness of one eye];
		Gr. 10 Mild Impairment [Fifty percent (50%) loss of vision visual acuity or visual field cut of one eye];
		Gr. 12 Epiphora, one eye

17. Hernia. All of the following conditions must be met:	Gr. 12
a. The hernia should be of recent origin;	
b. Its appearance was accompanied by pain, discoloration and evidence of a tearing of the tissues;	
c. The disease was immediately preceded by undue or severe strain arising out of and in the course of employment; a protrusion of mass should appear in the area immediately following the alleged strain.	
18. Bronchial Asthma – all of the following conditions must be met:	Gr. 1
a. there is no evidence or history of asthma before employment	High severe impairment [End-Stage Respiratory Failure; Resting hypoxemia, hypercapnia, home O2 dependent];
b. the allergen is present in the working conditions [and working process]	
c. sensitivity test to allergens in the working environment should yield positive results	
d. a provocative test should show positive results	Severe (far-advanced lesion, involving not less than one lobe, both sides, or entire lung, one side)
	Gr. 4
	Dyspnea at rest/minimal exertion; frequent exacerbations despite medications
	Gr. 6
	Severe, persistent exacerbations of pulmonary symptoms causing frequent limitation of daily physical activities;
	Moderate (moderately advanced lesion involving one lobe, one side; or less than one lobe but both sides)
	Gr. 8
	Moderate impairment [Exertional dyspnea; dyspnea with moderate exertion (walking 200–400 meters, climbing 1–2 flights of stairs)]
	Gr. 9
	Moderate, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a week
	Gr. 12
	Slight (minimal lesion involving a small portion of one lobe as found either by fluoroscopy or x-ray, one side only); or
	Mild, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a month
19. MUSCULOSKELETAL DISORDERS. - Refers to traumatic and non-traumatic inflammatory, degenerative, and acquired conditions affecting muscle, tendons, ligaments, joints, peripheral nerves and blood vessels arising in the performance of assigned tasks.	Gr. 10
	Severe Impairment [Marked deformity, ankylosis, of a major joint or severe limitation, walking aid needed]
	Gr. 12
	Moderate impairment [Persistent pain, swelling or deformity, definite limitation of motion or strength, reduced capacity]
	Gr. 14
	Mild Impairment [Occasional pain and stiffness, no or slight limitation of motion, still able to perform normal work]
a. Dorsopathies or disorder of the spine (involving the cervical, thoracic, lumbosacral, pelvis, hip) acquired and secondary to injuries/accidents causing Spine Pain in conditions such as Herniated Nucleus Pulposus; Osteoarthritis; Spondylosis; Spondylitis; Spondylolisthesis; Muscle Strain and Sprain; Fracture/Dislocations and; Radiculopathy among but not limited to workers who are exposed to high	Gr. 1
	Injury to the spinal cord as to make walking impossible even with the aid of a pair of crutches; Injury to the spinal cord resulting to

levels of whole body vibration, repetitive motions, lifting, performing work in flexed or hyperextended posture or performing other manual handling tasks (such as pushing, pulling).	incontinence of urine and feces Gr. 4 Injury to the spinal cord as to make walking impossible without the aid of crutches Gr. 6 Severe or total rigidity of the trunk or total loss of lifting power of heavy objects Gr. 8 Total stiffness or total loss of motion of the neck; or Moderate rigidity or two-thirds (2/3) loss of motion or lifting power of the trunk Gr. 10 Disc disease producing peripheral nerve compression; or Moderate stiffness or two-thirds (2/3) loss of motion of the neck Gr. 11 Slight rigidity or one-third (1/3) loss of motion or lifting power of the trunk Gr. 12 Slight stiffness or one-third (1/3) loss of motion of the neck
b. Disorders of the shoulder acquired or secondary to injuries/accidents causing Crushing, Avulsions; Amputations; Rotator Cuff Tendinitis; Rotator Cuff Tear; Strain and Sprain; Shoulder Impingement Syndrome; Adhesive Capsulitis or Frozen Shoulder; Bicipital tendinitis; Ruptured Bicipital Tendon and Shoulder Joint Dislocation among but not limited to workers who perform repeated above shoulder activities, and or repeated shoulder flexion, external rotation and abduction.	Gr. 7 Flail shoulder joint Gr. 8 Ankylosis of one shoulder, the shoulder blade remaining rigid Gr. 9 Ankylosis of one (1) shoulder, the shoulder blade remaining mobile Gr. 10 Ankylosis of the shoulder joint not permitting arm to be raised above a level with the shoulder Gr. 11 Inability to raise arm more than halfway from horizontal to perpendicular
c. Disorders of the elbow acquired or secondary to injuries/accidents causing Crushing, Avulsions, Amputations; Lateral and Medical Epicondylitis; Bursitis; Nerve Impingement; Tenosynovitis and peritendonitis among but not limited to workers exposed to trauma, forceful and repetitive work/stress involving wrist dorsiflexion, forearm supination and/or pronation.	Gr. 7 Stiff elbow at full flexion or extension (one side) Gr. 8 Stiff elbow at right angle flexion Gr. 9 Flail elbow joint; or Ability to move elbow between 90° and 150° only Gr. 10 Inability to turn forearm (forearm in abnormal position – pronation); or Inability to turn forearm (forearm in normal

	position-supination) Gr. 11 Disturbance of the normal carrying angle or weakness of an arm or a forearm
d. Disorders of wrist and hand acquired or secondary to injuries/accidents causing Crushing, Avulsions, Amputations; Trigger Finger; Mallet Finger; Strain and Sprain; Fracture; Dislocation; de Quervain Tenosynovitis; Dupuytren' Contracture and; Carpal Tunnel Syndrome among but not limited to workers using hand/vibratory tools for activities involving frequently flexed or extended wrist, combination of repetition, force and posture, overuse of the thumb as in repetitive grasping/pinching*, repetitive and forceful gripping and sustained awkward postures of the wrist.	Gr. 9 Loss of opposition between the thumb and tips of the fingers of one hand Gr. 10 Loss of grasping power for small objects between the fold of the finger of one hand; Loss of grasping power for large objects between fingers and palm of one hand; Severely limited motion of the wrist; or Ankylosed wrist in normal position Gr. 11 Ankylosed wrist in position one third (1/3) flexed or half extended and/or severe limited action of a wrist
e. Disorders of the knee acquired or secondary to injuries/accidents causing Crushing, Avulsions, Amputations, Knee Osteoarthritis; Bursitis; Meniscal Tear; Patellar Tendinitis; Strain and Sprain; Fracture of the patella, tibia, femur and fibula; Synovitis and; Dislocation among but not limited to workers whose work entails exposure to prolonged external friction, pressure or repetitive motion about the knee	Gr. 7 Complete immobility of a knee joint in strong flexion Gr. 10 Complete immobility of a knee joint in full extension; Pseudoarthrosis of a knee cap (patella); Ankylosis of a knee in genu valgum or varum; or Stretching of the ligaments of the knee resulting in instability of the joint
f. Disorders of the ankle and foot acquired or secondary to injuries/accidents causing Crushing, Avulsions, Amputations, Strain and Sprain; Fracture of the ankle and foot; Achilles tendon tear and tendinitis; Bursitis; Synovitis, and Dislocation, among but not limited to workers exposed to repetitive stress and trauma of the ankle and foot. *lateral pinch between the thumb and index finger	Gr. 10 Complete immobility of an ankle joint in abnormal position Gr. 11 Complete immobility of an ankle joint in normal position Gr. 12 Tearing of the Achilles tendon resulting in the impairment of active flexion and extension of a foot; or Depression of the arch of a foot resulting in weak foot
20. Peptic Ulcer	
Any occupation involving prolonged emotional or physical stress, as among professional people, transport workers and the like.	Gr. 1 Severe residuals or impairment of intra-abdominal organs requiring regular aid and attendance that will make the fisher unable to seek any gainful employment Gr. 5 Severe Impairment [Short bowel syndrome after multiple resections, persistent obstruction requiring repeated hospitalization, severe malnutrition] Gr. 7 Moderate Impairment [Chronic abdominal pain, partial obstruction episodes, weight loss, malabsorption or recurrent ascites, post-

	surgical adhesions with intermittent disability]; Moderate residuals or impairment of intra-abdominal organs resulting in impairment of nutrition, moderate tenderness, nausea, vomiting, constipation or diarrhea; Gr. 12 Mild Impairment [Occasional abdominal pain, adhesions not limiting activity, mild nutritional impairment]; Slight residuals or impairment of intra-abdominal organs resulting in slight impairment of nutrition, slight tenderness, and/or infrequent constipation or diarrhea; or Hernia, either recurrent or causing discomfort after surgical repair
21. Viral hepatitis	
In addition to working conditions already listed under Philippine Decree No. 626, as amended, any occupation involving exposure to a source of infection through ingestion of water, milk or other foods contaminated with hepatitis virus; provided that the physician determining the causal relationship between the employment and the illness should be able to indicate whether the disease of the afflicted worker manifested itself while he was so employed, knowing the incubation period thereof.	Gr. 1 High severe impairment [Stage 4- Hepatic Encephalopathy] Gr. 4 Severe impairment [Advanced cirrhosis (ultrasound and deranged liver function test), recurrent ascites with coagulopathy] Gr. 12 Moderate Impairment [Fatigue, mild cirrhosis (ultrasound and deranged liver function test), controlled ascites]
22. Asbestosis.	
All of the following conditions must be met:	
a. The Fisher must have been exposed to Asbestos dust in the work place, as duly certified to by the employer, or by a medical institution, or competent medical practitioner acceptable to or accredited by the System [SSS/GSIS];	Gr. 1 High severe impairment [End-Stage Respiratory Failure; Resting hypoxemia, hypercapnia, home O2 dependent]; Severe (far-advanced lesion, involving not less than one lobe, both sides, or entire lung, one side)
b. The chest X-ray report of the employee must show findings of asbestos or asbestos-related disease, e.g. pleural plaques, pleural thickening, effusion, neoplasm and interstitial fibrosis; and	Gr. 4
c. In case of ailment is discovered after the Fisher's retirement/separation from the company, the claim must be filed with the appropriate agency within three (3) years from discovery.	Dyspnea at rest/minimal exertion; frequent exacerbations despite medications Gr. 6 Severe, persistent exacerbations of pulmonary symptoms causing frequent limitation of daily physical activities; Moderate (moderately advanced lesion involving one lobe, one side; or less than one lobe but both sides) Gr. 8 Moderate Impairment [Exertional dyspnea; dyspnea with moderate exertion (walking 200–400 meters, climbing 1–2 flights of stairs)] Gr. 9 Moderate, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least once a week Gr. 12 Slight (minimal lesion involving a small portion of one lobe as found either by fluoroscopy or x-ray, one side only) Mild, persistent exacerbations of pulmonary symptoms affecting activity and sleep at least

	once a month
23. Mental and Behavioural Disorders	
Post-traumatic stress disorder (PTSD) A condition of the mind whereby unfavorable mental influences disturb the function of the body through nervous mechanisms. It may follow any physical injury.	
1. Severe (Such disturbance as to continually endanger self or others)	Gr. 1 Such disturbance as to continually endanger self or others; Severe mental disorder or post-traumatic psychoneurosis which require regular aid and attendance to render the fisher permanently unable to perform any work
2. Moderate (emotional disturbance under minimal stress with insomnia, persistent headache, and/or dizziness which greatly interfere with working capacity; or (60% NSD)	Gr. 5 Moderate impairment [Emotional disturbances under minimal stress with insomnia, persistent headache, and/or dizziness with greatly interfere with working capacity] Moderate mental disorder or post-traumatic psychoneurosis which limit fisher to the activities of daily living with some directed care or attendance.
3. Slight mental disorder or post-traumatic psychoneurosis that requires little attendance or aid and which interferes to a slight degree with the working capacity	Gr. 10 Slight mental disorder or post-traumatic psychoneurosis that requires little attendance or aid and which interferes to a slight degree with the working capacity.
4. Slight (such symptoms as mild emotional disturbance which interferes with working capacity to a slight degree; (12% Non-Scheduled Disabilities or NSD)	Gr. 11 Mild emotional disturbances which interferes with working capacity to a slight degree

Article VII – Final Provisions

Section 38. Joint and Several Liability.

It is understood that the Principal/Employer and the LMA are jointly and severally liable for any claims arising out of the implementation of this Contract and for all claims arising from the employer-employee relationship as provided under Section 10 of Republic Act No. 8042 as amended.

Section 39. Applicable Law and Suppletory Application of the Department’s Rules and Regulations Governing the Recruitment and Employment of Seafarers.

Any unresolved dispute, claim, or grievance arising out of or in connection with this Contract including the annexes hereof, shall be governed by the laws of the Republic of the Philippines, international conventions, treaties and covenants to which the Philippines is a signatory.

In the absence of rules and regulations specifically governing the recruitment and employment of Overseas Fishers, the provisions of the Department’s Rules and Regulations Governing the Recruitment and Employment of Seabased Overseas Filipino Workers shall be applied suppletorily in the interpretation and implementation of this Contract, provided that such application is not contrary to law, morals, good customs, public order or public policy.

Section 40. Prescription of Action.

All claims arising from this Contract shall be made within three (3) years from the time the cause of action accrued, otherwise the same shall be forever barred.

<i>Fisher</i>	<i>Employer</i>
<i>Date:</i>	<i>Department Approval:</i>