



En Banc Resolution No. 03-25
(Series of 2025)

WHEREAS, pursuant to **En Banc Resolution No. 01-25 (Series of 2025)** issued on 14 January 2025, the Committee on the Internal Rules relative to Republic Act No. 12021, otherwise known as the “Magna Carta of Filipino Seafarers” was created and directed to formulate the necessary rules to properly implement the Magna Carta of Filipino Seafarers, and put to operation its Implementing Rules and Regulations and other relevant issuances;

WHEREAS, the proposed NLRC Rules of Procedure Implementing Republic Act (R.A.) No. 12021 otherwise known as the Magna Carta of Filipino Seafarers was submitted and presented before the NLRC *en banc* for its approval.

WHEREAS, pursuant to Article 225, paragraph (a) of the Labor Code of the Philippines, *as amended*, the Commission, sitting *en banc*, is vested with the power and authority to promulgate rules and regulations governing the hearing and disposition of cases before it and its regional branches, as well as those pertaining to its internal functions and such rules and regulations as may be necessary to carry out the purposes of the said Code, thus:

**THE NLRC RULES OF PROCEDURE
IMPLEMENTING REPUBLIC ACT (R.A.) NO. 12021
OTHERWISE KNOWN AS
THE MAGNA CARTA OF FILIPINO SEAFARERS**

**RULE I
GENERAL PROVISIONS**

Section 1. COVERAGE. – (a) These Rules shall apply to the following:

1. Filipino seafarers on board a Philippine-registered ship or vessel plying international waters;
2. Filipino seafarers on board a Foreign-registered ship or vessel plying international waters;
3. Filipino cadets in accordance with the provisions of Chapter XVIII (Education and Training of Seafarers and Cadets) of Republic Act No. 12021;

(b) These Rules shall not apply to the following Filipino seafarers who are on board:

1. Warships and naval auxiliaries;
2. Government ships not engaged in commercial operations;
3. Ships of traditional build, as may be defined under existing rules and regulations;
4. Fishing vessels; and
5. Domestic ships.¹

¹ Sections 4-5, Chapter II of R.A. 12021

SECTION 4. *Coverage.* - This Act shall cover Filipino seafarers who are engaged, employed, or who work in any capacity on board a ship or vessel plying international waters, whether Philippine-registered or foreign-registered.

(c) For ships or vessels plying international waters but are governed by international treaties or agreements, the same shall be observed, and the pertinent agencies shall exercise regulatory supervision over the seafarers on board, subject to appropriate guidelines and conditions that may be issued by the Department of Transportation (DOTr), Maritime Industry Authority (MARINA), Department of Migrant Workers (DMW), Department of Labor and Employment (DOLE) and other concerned agencies.²

This Act shall likewise include Filipino cadets in accordance with the provisions of Chapter XVIII (Education and Training of Seafarers and Cadets).

This Act shall not cover Filipino seafarers on board the following categories of ships:

- (a) Warships and naval auxiliaries;
- (b) Government ships not engaged in commercial operations;
- (c) Ships of traditional build, as may be defined under existing rules and regulations; and
- (d) Fishing vessels.

For ships or vessels plying international waters but are governed by international treaties or agreements, the same shall be observed, and the pertinent agencies shall exercise regulatory supervision over the seafarers on board, subject to appropriate guidelines and conditions that may be issued by the Department of Transportation (DOTr), MARINA, DMW, DOLE and other concerned agencies.

SECTION 5. *Applicability of this Act to Domestic Seafarers.* — Seafarers who are engaged, employed, or who work in any capacity on board domestic ships shall be principally covered by Presidential Decree No. 442, otherwise known as the "Labor Code of the Philippines," as amended, and by other applicable laws, rules, and regulations. They shall also be covered by the following provisions of this Act:

- (a) Seafarers' Rights (Chapter III);
- (b) Women in the Maritime Industry (Chapter IV);
- (c) Duties of Seafarers (Chapter V);
- (d) Emergency Rescue of Domestic Seafarers (Chapter XIV);
- (e) Manning Levels and Crew Competency Requirements (Chapter XV);
- (f) Inspection and Enforcement (Chapter XVI);
- (g) Green Lane for Overseas and Domestic Seafarers (Chapter XVII);
- (h) Requirements for Philippine-Registered Ships on Shipboard Training (Section 79); and
- (i) Incentives and Awards Granted to the Maritime Industry (Chapter XIX).

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Section 4, Rule I of IRR

SECTION 4. *Coverage.* —

4.1 This IRR shall cover Filipino seafarers who are engaged, employed, or who work in any capacity on board a ship or vessel plying international waters, whether Philippine-registered or foreign-registered. This IRR shall likewise include Filipino cadets in accordance with the provisions of Chapter XVIII (Education and Training of Seafarers and Cadets) of RA No. 12021.

For purposes of this IRR, the Department of Migrant Workers (DMW) shall ensure that Overseas Filipino Workers (OFW) on board foreign registered vessels and other persons similarly situated covered by Section 97 [n] of RA No. 12021 are given adequate protection under the relevant provisions of these Rules and pertinent international agreements to which the Philippines is a party.

This IRR shall not cover Filipino seafarers on board the following categories of ships:

- (a) Warships and naval auxiliaries;
- (b) Government ships not engaged in commercial operations;
- (c) Ships of traditional build, as may be defined under existing rules and regulations; and
- (d) Fishing vessels.

For ships or vessels plying international waters but are governed by international treaties or agreements, the same shall be observed, and the DMW shall exercise regulatory supervision over overseas seafarers on board, subject to appropriate guidelines and conditions that may be issued by the Department of Transportation (DOTr), Maritime Industry Authority (MARINA), DMW, Department of Labor and Employment (DOLE) and other concerned agencies.

4.2 Limited applicability of this IRR to Domestic Seafarers.

Seafarers who are engaged, employed, or who work in any capacity on board domestic ships shall be principally covered by Presidential Decree No. 442, otherwise known as the "Labor Code of the Philippines," as amended, and by other applicable laws, rules, and regulations. They shall also be covered by the following provisions of this IRR:

- (a) Rights of the Seafarers (Rule III);
- (b) Women in the Maritime Industry (Rule IV);
- (c) Duties of Seafarers (Rule V);
- (d) Emergency Rescue of Domestic Seafarers (Rule XIV);
- (e) Manning Levels and Crew Competency Requirements (Rule XV);
- (f) Inspection and Enforcement (Rule XVI);
- (g) Green Lane for Overseas and Domestic Seafarers (Rule XVII);
- (h) Requirements for Philippine-Registered Ships on Shipboard Training (Rule XVIII, Section 5); and
- (i) Incentives and Awards Granted to the Maritime Industry (Rule XIX).

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² *Ibid.*

(d) These Rules shall apply to disputes, claims and complaints³ involving overseas Filipino seafarers filed on or after 12 October 2024, the date Republic Act No. 12021 took effect. Complaints filed prior to 12 October 2024 shall be governed by the laws, rules, and regulations in force as of the date of their filing. ⁴

Section 2. CONSTRUCTION. – These Rules shall be liberally construed to carry out the objectives of the Constitution, the Labor Code of the Philippines and other relevant legislations, and to assist the parties in obtaining a just, expeditious, and inexpensive dispensation of labor justice. ⁵

Section 3. SUPPLEMENTARY APPLICATION OF THE 2011 NLRC RULES OF PROCEDURE, AS AMENDED, AND THE RULES OF COURT. – In the absence of any applicable provision in these Rules, and in order to effectuate the objectives of the Labor Code, as amended, the 2011 NLRC Rules of Procedure, as amended, and the pertinent provisions of

³ Disputes, claims, and complaints as used in this Section shall collectively mean request for assistance (RFA) under the single entry approach (SEnA) such that these Rules shall cover all RFAs filed since 12 October 2024. This may also be inferred from 3rd par., Section 8 of Department Order (D.O.) No. 247, Series of 2025, which states in part: “xxx the filing of requests for assistance under Republic Act No. 10396 shall toll the running of the prescriptive period.”, and in relation to Sections 55, Chapter XI of R.A. 12021 and Section 1, Rule XI of IRR -

SECTION 55. *Mandatory Conciliation-Mediation.* — In the absence of an agreement or settlement at the grievance machinery level, the following rules shall apply:

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(b) If there is no CBA, the parties shall first avail of the conciliation-mediation services provided under Republic Act No. 10396, otherwise known as "An Act Strengthening Conciliation-Mediation as a Voluntary Mode of Dispute Settlement for All Labor Cases, Amending for this Purpose Article 228 of Presidential Decree No. 442, as amended, otherwise known as the 'Labor Code of the Philippines'" and its IRR. Thereafter, if the matter remains unresolved, absent a settlement or agreement, the parties have the option to submit the case either to compulsory or voluntary arbitration under Presidential Decree No. 442, as amended.

SECTION 1. *Onboard and Onshore Grievance Machinery.* —

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Noncompliance with the foregoing procedure in Section 1, Paragraph 4 of this Rule, without fault or at no fault of the seafarer shall be without prejudice to other modes of voluntary settlement of disputes and to the jurisdiction of the Labor Arbiter or Voluntary Arbitrator over any unresolved grievances or complaints arising out of shipboard employment that shall be brought before it by the seafarer. Any claim or dispute not settled or resolved through the grievance machinery, whether onboard or onshore, shall first be resolved through conciliation-mediation in accordance with Article 234 of the Labor Code of the Philippines, as renumbered and amended by Republic Act No. 10396 and its implementing rules and regulations.

⁴ Section 94, Chapter XXI of R.A. 12021

SECTION 94. *Transitory Provision.* — All rights, privileges, and benefits previously enjoyed by Filipino seafarers before the effectivity of this Act, including those set forth in Presidential Decree No. 442, as amended, and Republic Act No. 8042, as amended, shall continue to be recognized and shall not be diminished after the effectivity of this Act.

The transition period provided under Section 23 of Republic Act No. 11641 shall likewise be taken into consideration.

Section 1, Rule XXII of IRR

SECTION 1. *Transitory Provision.* —

All rights, privileges, and benefits previously enjoyed by Filipino seafarers before the effectivity of RA No. 12021, including those set forth in the Presidential Decree 442, as amended, otherwise known as "Labor Code of the Philippines," and Republic Act No. 8042, as amended, shall continue to be recognized and shall not be diminished after the effectivity of RA No. 12021.

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Section 59 of RA No. 12021 shall only apply to monetary awards, including but not limited to, the salaries, wages, statutory benefits, death and disability claims, claims for damages and other similar awards of seafarers arising from complaints filed with the NLRC or NCMB on or after the date of effectivity of the law. Complaints filed prior to the effectivity of the law shall be governed by the laws, rules, and regulations prevailing as of the date of their filing.

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⁵ Lifted from 2011 NLRC Rules of Procedure, as amended; and

Section 3, Rule I of IRR

SECTION 3. *Construction.* —

This RR shall be liberally construed and interpreted in order to carry out the objectives and principles of the Magna Carta of Filipino Seafarers or RA No. 12021.

the Rules of Court of the Philippines, as amended, may, in the interest of expeditious dispensation of labor justice and whenever practicable and convenient, be applied by analogy or in a suppletory character and effect.⁶

RULE II DEFINITION OF TERMS

Section 1. DEFINITION OF TERMS. – The terms and phrases defined in Republic Act No. 12021 and its Implementing Rules and Regulations (IRR) shall be given the same meaning when used herein. Accordingly, the following terms and phrases as used in these Rules shall be defined as follows:

(a) **Collective Bargaining Agreement (CBA)** refers to the negotiated contract between a legitimate labor organization and the shipowner or principal concerning wages, hours of work and all other terms and conditions of employment onboard the vessel or ship. It can also refer to any collective agreement or document between the overseas seafarer's authorized representative and the shipowner, which sets out standards, terms and conditions of employment.⁷

(b) **Commission** refers to the National Labor Relations Commission (NLRC) or any of its eight divisions.⁸

(c) **Disputed amount** refers to the amount determined by the Labor Arbiter or the Commission to be legally due the seafarer, including moral damages, exemplary damages, nominal damages, attorney's fees, and other similar awards, that is not immediately executory pending judicial review pursuant to Rule 65 of the Rules of Court, unless the seafarer (or the seafarer's heirs, assigns, or successors-in-interest) as judgment obligee posts a sufficient bond to ensure the full restitution of the amount in case the award is reversed or modified. The seafarer's bond shall be maintained until final resolution of the judicial review.⁹

⁶ Lifted from 2011 NLRC Rules of Procedure, as amended.

⁷ Section 1(f), Rule II of IRR

(f) Collective Bargaining Agreement (CBA) refers to the negotiated contract between a legitimate labor organization and the shipowner or principal concerning wages, hours of work and all other terms and conditions of employment onboard the vessel or ship. It can also refer to a document which sets out standards, terms, and conditions of employment applicable to overseas seafarers negotiated and agreed between the overseas seafarer's authorized representative and the shipowner;

Section 1(a), Rule II of D.O. 247, Series of 2025

(a) Collective Bargaining Agreement (CBA) refers to the negotiated contract between a legitimate labor organization and the shipowner or principal concerning wages, hours of work and all other terms and conditions of employment onboard the vessel or ship. It can also refer to any collective agreement or document between the overseas seafarer's authorized representative and the shipowner, which sets out standards, terms and conditions of employment.

⁸ Section 1(b) of Rule II of D.O. 247, Series of 2025

(b) Commission refers to the NLRC including all its divisions.

⁹ Section 1(h), Rule II of IRR

(h) Disputed amount refers to the amount determined by the Labor Arbiter or the NLRC or by the Voluntary Arbitrator or Panel of Voluntary Arbitrators, to be legally due the seafarer, including moral damages, exemplary damages, nominal damages, attorney's fees, and other similar awards, that is not immediately executory pending an appeal or judicial review, unless the seafarer or the seafarer's heirs, assigns, or successors-in-interest as judgment obligee posts a sufficient bond to ensure the full restitution of those amounts which shall be maintained until final resolution of the appeal or judicial review;

Section 1(c), Rule II of D.O. 247, Series of 2025

(c) Disputed amount refers to the amount determined by the Labor Arbiter, Commission, or by the Voluntary Arbitrator or Panel of Voluntary Arbitrators, to be legally due the seafarer, including moral damages, exemplary damages, nominal damages, attorney's fees, and other similar awards, that is not immediately executory pending an appeal or judicial review, unless the seafarer or the seafarer's heirs, assigns, or successors-in-interest as judgment obligee posts a sufficient bond to ensure the full restitution of the amount in case the award is reversed. The seafarer's bond shall be maintained until final resolution of the appeal or judicial review.

(d) **Judgment obligee** refers to a person or entity who is entitled to receive the judgment award covered under a writ of execution. ¹⁰

(e) **Judgment obligor** refers to a person or entity directed in the writ of execution to satisfy the full amount of the award and all lawful fees stated therein. ¹¹

(f) **Relevant information** refers to the information that the employer must make readily available and accessible and must furnish the seafarer upon proper request, in accordance with Sections 10¹² and 20¹³ of Republic Act No. 12021. ¹⁴

(g) **Seafarer's bond** refers to the cash or surety bond posted by the seafarer or the seafarer's heirs, assigns, or successors-in-interest as judgment obligees, for the immediate execution, pending appeal or judicial review, of the disputed amount in the decision of the Labor Arbiter and/or Commission. ¹⁵

(h) **Standard Employment Contract** refers to a government-prescribed contract containing at least the minimum terms and conditions of employment for overseas seafarers in accordance with Republic Act No. 12021. ¹⁶

¹⁰ Section 1(s), Rule II of IRR

(s) Judgment obligee refers to a person or entity who is legally entitled to receive the benefit or payment of the judgment award covered under the writ of execution/restitution;

Section 1(d), Rule II of D.O. 247, Series of 2025

(d) Judgment obligee refers to a person who is entitled to receive the judgment award covered under a writ of execution.

¹¹ Section 1(t), Rule II of IRR

(t) Judgment obligor refers to a person or entity who is legally directed in the writ of execution/restitution to satisfy the full amount and all lawful fees stated therein;

Section 1(e), Rule II of D.O. 247, Series of 2025

(e) Judgment obligor refers to a person or entity directed in the writ of execution to satisfy the full amount of the award and all lawful fees stated therein.

¹² SECTION 10. Right to Information. — Shipowners, manning agencies, and other organizations responsible for the recruitment and placement of seafarers shall provide seafarers with relevant information, including the terms and conditions of employment, company policies affecting seafarers, and conditions and realities attending to their profession.

In addition, overseas seafarers shall, at all times, be furnished a copy of the duly executed SEC and the results of the medical examination conducted on them. The right shall also include the right of seafarers' organizations to relevant information affecting the terms and conditions of employment of their members, subject to the provisions of Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012," and the necessary laws and regulations of countries covered by their sojourn.

All ocean-going ships covered by this Act shall have on board a copy of the MLC 2006, as amended, the grievance procedures observed on board, duly executed SEC of seafarers, and a copy of the collective bargaining agreement (CBA), if any, which shall be readily available to the seafarers.

¹³ SECTION 20. Right to Record of Employment or Certificate of Employment. — At the expiration of the employment contract of the seafarer, the seafarer shall be given a record of his/her employment on board the ship or a certificate of employment specifying the length of service, the position the seafarer occupied, an account of his/her final wages, and such other relevant information.

¹⁴ Section 1(e), Rule II of D.O. 247, Series of 2025

(f) "Relevant information" refers to the information that the employer must make readily available and accessible and must furnish the seafarer upon proper request, in accordance with Sections 10 and 20 of Republic Act No. 12021.

¹⁵ Section 1(c), Rule II of IRR

(c) Bond, for purposes of this IRR, refers to the bond posted by the seafarer or the seafarer's heirs, assigns, or successors-in-interest as judgment obligee for the immediate execution, pending appeal or judicial review, of the disputed amount in the decision granting monetary award in a voluntary or mandatory arbitration or by National Labor Relations Commission (NLRC) or award on the seafarer's favor of the Labor Arbiter, the NLRC or the Voluntary Arbitrator or Panel of Voluntary Arbitrators, or other appropriate government agency;

Section 1(h), Rule II of D.O. 247, Series of 2025

(g) Seafarer's bond refers to the cash or surety bond posted by the seafarer or the seafarer's heirs, assigns, or successors-in-interest as judgment obligees, for the immediate execution, pending appeal or judicial review, of the disputed amount in the decision of the Labor Arbiter, Commission, Voluntary Arbitrator or Panel of Voluntary Arbitrators.

¹⁶ Section 6(dd), Chapter II of R.A. 12021

(dd) Standard employment contract (SEC) refers to a government prescribed contract containing at least the minimum terms and conditions of employment for overseas seafarers in accordance with this Act.

(i) **Undisputed amount** refers to the amount determined by the Labor Arbiter or the Commission to be legally due the seafarer, including unpaid salaries and wages, statutory monetary and welfare benefits, amounts admitted by the judgment obligor or determined by a third doctor in compensation claims where the disability grading is contested, and other monetary awards which are immediately executory pending judicial review.¹⁷

RULE III JURISDICTION

Section 1. JURISDICTION OF THE LABOR ARBITER AND THE COMMISSION. – Pursuant to Article 224¹⁸ of the Labor Code, as amended, its implementing rules and regulations, and those provided under Section 1, Rule V of the 2011 NLRC Rules of Procedure, as amended, and except as otherwise provided in special laws including those referred to in the fourth paragraph of this Section, the Labor Arbiter shall exercise original and exclusive jurisdiction over all unresolved disputes and claims arising from an employer-employee relationship by virtue of any law or contract involving overseas Filipino seafarers.

This original and exclusive jurisdiction shall include claims for actual, moral, exemplary, and other forms of damages and those arising from Section 34 (m) to (r), Sections 36 to 40, Sections 42 and 43, and Sections 48 to 51 of Republic Act No. 12021, and Sections 10 and 37-A of Republic Act No. 8042, as amended by Republic Act No. 10022.

Section 1(tt), Rule II of IRR

(tt) Standard employment contract (SEC) refers to a government-prescribed contract containing at least the minimum terms and conditions of employment for overseas seafarers in accordance with RA No. 12021.

¹⁷ Section 1(vv), Rule II of IRR

(vv) Undisputed amount refers to the amount determined by the Labor Arbiter or the NLRC or by the Voluntary Arbitrator or Panel of Voluntary Arbitrators to be legally due seafarer, including unpaid salaries and wages, statutory monetary and welfare benefits, amounts admitted by the judgment obligor or determined by a third doctor in compensation claims where disability grading is contested, and other monetary awards which is immediately executory pending an appeal or judicial review;

Section 1(h), Rule II of D.O. 247, Series of 2025

(h) Undisputed amount refers to the amount determined by the Labor Arbiter or the Commission or by the Voluntary Arbitrator or Panel of Voluntary Arbitrators to be legally due the seafarer, including unpaid salaries and wages, statutory monetary and welfare benefits, amounts admitted by the judgment obligor or determined by a third doctor in compensation claims where disability grading is contested, and other monetary awards which are immediately executory pending an appeal or judicial review.

¹⁸ ARTICLE 224. Jurisdiction of Labor Arbiters and the Commission. — (a) Except as otherwise provided under this Code, the Labor Arbiters shall have original and exclusive jurisdiction to hear and decide, within thirty (30) calendar days after the submission of the case by the parties for decision without extension, even in the absence of stenographic notes, the following cases involving all workers, whether agricultural or non-agricultural:

- (1) Unfair labor practice cases;
- (2) Termination disputes;
- (3) If accompanied with a claim for reinstatement, those cases that workers may file involving wages, rates of pay, hours of work and other terms and conditions of employment;
- (4) Claims for actual, moral, exemplary and other forms of damages arising from the employer-employee relations;
- (5) Cases arising from any violation of Article 264 of this Code, including questions involving the legality of strikes and lockouts; and
- (6) Except claims for Employees Compensation, Social Security, Medicare and maternity benefits, all other claims, arising from employer-employee relations, including those of persons in domestic or household service, involving an amount exceeding five thousand pesos (P5,000.00), regardless of whether or not accompanied with a claim for reinstatement.

(b) The Commission shall have exclusive appellate jurisdiction over all cases decided by Labor Arbiters.

(c) Cases arising from the interpretation or implementation of collective bargaining agreements and those arising from the interpretation or enforcement of company personnel policies shall be disposed of by the Labor Arbiter by referring the same to the grievance machinery and voluntary arbitration as may be provided in said agreements.

Pursuant to Articles 224 and 229 of the Labor Code, as amended, the Commission shall exercise exclusive appellate jurisdiction over all decisions, resolutions, and orders of the Labor Arbiters.

Claims or disputes arising from Republic Act No. 7895, otherwise known as the "National Health Insurance Act of 1995," as amended by Republic Act No. 10606, Republic Act No. 9679, otherwise known as the "Home Development Mutual Fund Law of 2009," and Republic Act No. 11199, otherwise known as the "Social Security Act of 2018," including claims for compensation from the Employees' Compensation and State Insurance Fund, shall be under the exclusive jurisdiction of the agencies specified in the said laws.¹⁹

¹⁹ Sections 55-58, Chapter XI of R.A. No. 12021:

SECTION 55. *Mandatory Conciliation-Mediation.* — In the absence of an agreement or settlement at the grievance machinery level, the following rules shall apply:

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- (b) If there is no CBA, the parties shall first avail of the conciliation-mediation services provided under Republic Act No. 10396, otherwise known as "An Act Strengthening Conciliation-Mediation as a Voluntary Mode of Dispute Settlement for All Labor Cases, Amending for this Purpose Article 228 of Presidential Decree No. 442, as amended, otherwise known as the 'Labor Code of the Philippines'" and its IRR. Thereafter, if the matter remains unresolved, absent a settlement or agreement, the parties have the option to submit the case either to compulsory or voluntary arbitration under Presidential Decree No. 442, as amended.

SECTION 56. *Maritime Industry Labor Conciliator-Mediators and Arbitrators.* — The Secretaries of the DMW and the DOLE, together with the heads of relevant government agencies, shall establish a pool of trained maritime industry conciliator-mediators, labor arbiters, and accredited maritime industry voluntary arbitrators. They shall handle the mediation, conciliation, or arbitration of all issues relating to the employment of seafarers. They shall have expertise, appropriate competence, integrity, and knowledge of the Philippine and global maritime industry practices and standards, MLC 2006, as amended, and related Philippine-ratified conventions and treaties. For this purpose, the DMW, the National Labor Relations Commission (NLRC), and the National Conciliation and Mediation Board (NCMB) may form a specialized maritime unit in their respective labor dispute settlement structures, as well as issue the appropriate maritime industry dispute settlement rules of procedure to implement the provisions of this Act.

SECTION 57. *Determination of Disability Grading or Fitness to Work.* — When the seafarer 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 and still requires medical attention upon repatriation, the seafarer must undergo a post-employment medical examination by a company-designated physician for treatment until the seafarer is declared fit to work or given a disability grading.

A seafarer who disagrees with the company-designated physician's final assessment may seek its re-evaluation by a physician of choice who specializes in the illness or injury. If the seafarer's doctor issues a disability grading that is different or contrary to the medical findings of the company-designated physician, the seafarer must file, within thirty (30) days from receipt of the findings of the seafarer's doctor, a written request with the DMW to refer the conflicting medical grading to a third doctor. The third doctor shall be mutually selected by the employer and seafarer from a pool of DOH-accredited medical specialists relevant to the injury or illness of the seafarer. The third doctor should be duly trained in the determination of maritime disability grading.

With all the medical documents considered and issued by the company doctor and the seafarer's doctor, the third doctor shall determine the final disability grading which shall be binding upon the seafarer and the employer. This process shall be mandatory before any dispute settlement, arbitration proceeding, or case may be filed, when the issue is the disability grading, fitness to work, or the illness or injury of the seafarer.

The third doctor's assessment shall strictly adhere to the Schedule of Disabilities as provided in the SEC or the applicable CBA, as warranted.

The DMW and the DOH shall develop joint guidelines for the implementation of this section, including the selection, training, maintenance, and review of the pool of accredited third doctors.

SECTION 58. *Period to Settle Claims.* — In the event a seafarer or the seafarer's successors-in-interest file a claim for unpaid salaries and other statutory monetary benefits, or a claim arising from disability or death, the employer or the manning agency shall have fifteen (15) days from the submission of the claim, proof, or complete documents, as the case may be, to determine the validity of the claim. The results of the validation by the overseas employer or manning agency shall be communicated to the seafarer within the aforesaid fifteen (15)-day period. The employer or manning agency shall settle its obligations to the seafarer, if any, within fifteen (15) days from the time it has communicated its findings to the seafarer.

This provision also applies to the claims of a seafarer or the seafarer's successors-in-interest, arising from accidental death, natural death, or permanent disability benefits under Section 37-A of Republic Act No. 8042, as amended.

Sections 1, 2, and 5, Rule XI of IRR

SECTION 1. *Onboard and Onshore Grievance Machinery.* —

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In the absence of a specific provision in the CBA or existing on-board machinery or company practice prescribing for the procedures in handling a grievance, the following shall apply:

- (a) The seafarer shall present his or her grievance as follows:

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- (1) The seafarer shall first approach and explain his or her grievance to the head of the Department in which he or she is assigned within 3 to 5 days following the cause of the grievance.
 - (2) The seafarer shall present the grievance in writing and in an orderly manner and shall choose a time when the grievance can be properly heard.
 - (3) The seafarer shall have the right to be accompanied, assisted, or represented by any seafarer of his or her choice onboard the ship.
 - (4) The Department head shall handle the grievance personally and shall:
 - i. Ensure that the grievance is settled or resolved within 3 to 5 days from the receipt of the grievance.
 - ii. Endeavor to settle the grievance promptly, mutually and amicably at his or her level.
 - iii. Ensure proper documentation of the process, by the head of the Department as the case may be and its settlement or resolution, which shall be signed by him/her and the grievant, copy furnished the grievant. Settlement or resolution of the grievance to the satisfaction of both parties shall be final and binding.
 - iv. Refer the grievance to the Master if the matter is not settled or resolved satisfactorily within the 3 to 5-day period stated in Section 1 (a) (4) (i) of this Rule.
- (b) In case the grievance is elevated to the Master, the latter shall handle the case personally and shall:
- (1) Ensure that the grievance is settled or resolved within 3 to 5 days from the Master's receipt of the grievance.
 - (2) Ensure proper documentation of the process by the Master as the case may be, and its settlement or resolution, which shall be signed by him/her and the grievant, copy furnished the grievant. Settlement or resolution of the grievance to the satisfaction of both parties shall be final and binding.
 - (3) Inform the grievant that he or she may appeal onshore to the management of the Company, if such exists, if the grievance is not settled or resolved within the period stated in Section 1 (b) (1) of this Rule, or if the grievant is not satisfied with the resolution. The Master shall afford such facilities necessary to enable the grievant seafarer to transmit his or her appeal.
- (c) In case the grievance is referred to the onshore machinery of the Company, the latter shall:
- (1) Ensure that the grievance is settled or resolved within 3 to 5 days from receipt of the onshore grievance.
 - (2) Ensure the availability of online access or other means of communication to enable the seafarer, including any person accompanying, assisting or representing him or her, to participate in the proceedings.
 - (3) Ensure proper documentation of the process, and its settlement or resolution, which shall be signed by the seafarer, the authorized Company representative handling the case, copy furnished the grievant. Settlement or resolution of the grievance to the satisfaction of both parties shall be final and binding.
 - (4) Certify that the grievance process has been completed and terminated without a satisfactory settlement or resolution of the issue submitted to grievance, if the grievance is not settled or resolved within the period stated in Section 1 (c) (1) of this Rule, or if the grievant is not satisfied with the resolution. When availed of by the seafarer, the grievance procedure and all actions or decisions agreed upon shall be properly documented for the protection and interest of both parties.

The DMW, DOLE, National Conciliation and Mediation Board (NCMB), and NLRC in coordination with other concerned agencies shall issue the appropriate guidelines to capacitate seafarers in handling onboard and onshore grievance procedures.

Noncompliance with the foregoing procedure in Section 1, Paragraph 4 of this Rule, without fault or at no fault of the seafarer shall be without prejudice to other modes of voluntary settlement of disputes and to the jurisdiction of the Labor Arbiter or Voluntary Arbitrator over any unresolved grievances or complaints arising out of shipboard employment that shall be brought before it by the seafarer. Any claim or dispute not settled or resolved through the grievance machinery, whether onboard or onshore, shall first be resolved through conciliation-mediation in accordance with Article 234 of the Labor Code of the Philippines, as renumbered and amended by Republic Act No. 10396 and its implementing rules and regulations.

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SECTION 2. *Mandatory Conciliation-Mediation.* —

If no agreement is reached by the parties at the grievance machinery level, the following rules shall apply:

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- (b) If there is no CBA, the parties shall first avail of the conciliation-mediation services under Republic Act No. 10396. If the matter remains unresolved, the same may be filed as a complaint with the Labor Arbiter of the NLRC or, upon agreement of the parties, referred to a Voluntary Arbitrator or Panel of Voluntary Arbitrators. In the latter case, the selection or appointment of the Voluntary Arbitrator or Panel of Voluntary Arbitrators shall proceed as provided in Section 2 (a) of this Rule as appropriate.
- (c) The arbitration proceedings shall be governed by the existing rules and procedures on compulsory and voluntary arbitration.

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SECTION 5. *Determination of Disability Grading or Fitness to Work.* —

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After due consideration of all the medical documents issued by the company- and seafarer-designated physicians, and strict adherence to the Schedule of Disabilities as provided in the SEC or the applicable CBA, as warranted, the third doctor shall issue a final disability grading which shall be binding upon the seafarer and the employer.

In the absence of a disability grading from a third doctor, the NLRC, Voluntary Arbitrators/Panel of Voluntary Arbitrators shall issue an Order suspending the proceedings and ordering the parties to seek the opinion of a third

RULE IV FILING OF COMPLAINT

Section 1. COMPLAINT FROM UNRESOLVED DISPUTES AND CLAIMS.²⁰ – Any party who has been issued a referral for compulsory arbitration emanating from unresolved disputes and claims subject of conciliation-mediation mechanism provided under Section 55 of Republic Act No. 12021 and Sections 1 and 2, Rule XI of its Implementing Rules and Regulations may file a complaint with the Regional Arbitration Branch exercising jurisdiction over the place where the complainant resides or where the principal office of any of the respondents is situated, at the option of the complainant.

When the complaint involves work-related illness or injury of the seafarer, the determination of a final disability grading by a third doctor shall be mandatory before any dispute settlement, arbitration proceeding, or case may be filed. In the absence thereof, during the mandatory conference, the Labor Arbiter shall issue an Order (1) suspending the proceedings; (2) directing the parties to seek the opinion of a third doctor within fifteen (15) days from receipt of the Order;²¹ and (3) directing the parties to submit proof of compliance within three (3) days therefrom, specifying the full name and address of the third doctor and commitment from the parties to submit the opinion of the third doctor.

The Labor Arbiter shall thereafter issue an order lifting the suspension of the proceeding and setting another mandatory conciliation and mediation conference.

During the mandatory conciliation and mediation conference, the parties shall be required to submit the final disability grading from the third doctor. Upon the lapse of the period provided in the DMW-DOH joint guidelines for seafarers, the Labor Arbiter shall direct both parties to simultaneously submit position papers covering the claims and causes of action in the original complaint and those which were identified during the mandatory conciliation and mediation conference. Otherwise, the final disability grading of the third doctor shall be received in evidence pursuant to Section 57 of Republic Act No. 12021.

In the absence of a final disability grading by a third doctor, the Labor Arbiter shall continue with the proceedings in accordance with the 2011 NLRC Rules of Procedure, as amended, and shall thereafter, decide the case based on the evidence presented.

The Labor Arbiter shall furnish the concerned divisions/units of the DMW and the DOH with copies of the Order.

doctor within fifteen (15) days from receipt of the Order, which shall thereafter be submitted to NLRC, Voluntary Arbitrators/Panel of Voluntary Arbitrators. Failure to seek and submit as provided herein without fault or negligence from either party shall cause the NLRC, Voluntary Arbitrators/Panel of Voluntary Arbitrators to resume proceedings and decide based on the evidence presented. The DMW and DOH shall be furnished with a copy of the Order.

²⁰ *Ibid.*

²¹ See penultimate paragraph of Section 5, Rule XI of IRR:

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In the absence of a disability grading from a third doctor, the NLRC, Voluntary Arbitrators/Panel of Voluntary Arbitrators shall issue an Order suspending the proceedings and ordering the parties to seek the opinion of a third doctor within fifteen (15) days from receipt of the Order, which shall thereafter be submitted to NLRC, Voluntary Arbitrators/Panel of Voluntary Arbitrators. Failure to seek and submit as provided herein without fault or negligence from either party shall cause the NLRC, Voluntary Arbitrators/Panel of Voluntary Arbitrators to resume proceedings and decide based on the evidence presented. The DMW and DOH shall be furnished with a copy of the Order.

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RULE V APPEARANCES AND FEES

Section 1. PROHIBITION ON APPEARANCES. – Non-lawyers may appear as legal representatives of seafarers at any stage or in any proceedings before the Labor Arbiter or Commission only when they represent themselves, their organization, or the members thereof. A stipulation on fees shall not exceed ten percent (10%) of the compensation or benefit which may be received by or awarded to the seafarer or to his/her successors-in-interest pursuant to Republic Act No. 10706, otherwise known as the “Seafarers Protection Act.” Any contract, agreement, or arrangement of any sort to the contrary shall be null and void.²²

Section 2. FILING OF ENTRY OF APPEARANCE.²³ – A legal representative of seafarer shall submit an Entry of Appearance to the office of the concerned Labor Arbiter

²² Section 59-60, Chapter XI of R.A. 12021

SECTION 59. *Execution of Judgment and Monetary Awards.* — The DOLE, NLRC, and NCMB, in consultation with the Maritime Industry Tripartite Council (MITC) of the DMW, shall promulgate the necessary rules and procedures to ensure the fair, speedy, equitable, and just disposition and execution of decisions granting monetary awards for the salaries, wages, statutory benefits, and the death and disability claims of seafarers.

Such rules and procedures shall institute mechanisms for the prevention of ambulance chasing and the *motu proprio* prosecution or disbarment of ambulance chasers, as provided under Republic Act No. 10706, Presidential Decree No. 442, as amended, and under applicable rules and professional codes of conduct.

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SECTION 60. *Prohibition on Appearances and Fees.* — Non-lawyers may not act as legal representatives of seafarers or appear on their behalf at any stage or in any proceeding before labor tribunals including the NLRC, Labor Arbiter, conciliation and mediation in the NCMB or voluntary arbitration, DMW, and other quasi-judicial bodies unless they represent themselves, their organization, or the members thereof.

A stipulation on fees shall not exceed ten percent (10%) of the compensation or benefit which may be received by or awarded to the seafarer or his successors-in-interest pursuant to Republic Act No. 10706, otherwise known as the “Seafarers Protection Act.” Any contract, agreement or arrangement to the contrary shall be null and void.

Legal representatives of seafarers shall submit an Entry of Appearance, with attached notarized certification and Affidavit of Undertaking containing the following averments:

- (a) They shall not charge the seafarer a contingent fee of more than ten percent (10%) of the compensation which may be awarded to the seafarer; and
- (b) They shall not lend or borrow money from the seafarers, or participate in usurious lending practices, and shall not directly or indirectly recommend, endorse, or facilitate loans with lending individuals or companies connected to seafarers.

Any amount in excess of ten percent (10%) received or collected by the legal representative of the seafarer shall be held in trust for the seafarer.

Sections 7 and 8, Rule XI of IRR

SECTION 7. *Execution of Judgment and Monetary Awards.* —

Noting the urgency of the full implementation of this IRR, the DOLE, NLRC, and National Conciliation Mediation Board (NCMB), in consultation with the Maritime Industry Tripartite Council (MITC) of the DMW, shall promulgate the necessary rules and procedures to ensure the fair, speedy, equitable, and just disposition and execution of decisions granting monetary awards for the salaries, wages, statutory benefits, and the death and disability claims of seafarers. Such rules and procedures shall institute mechanisms for the prevention of ambulance chasing and the *motu proprio* prosecution or disbarment of ambulance chasers, as provided under Republic Act No. 10706, otherwise known as “Seafarers Protection Act,” Presidential Decree No. 442, as amended, and under applicable rules and professional codes of conduct.

SECTION 8. *Prohibition on Appearances and Fees.* —

Non-lawyers may not act as legal representatives of seafarers or appear on their behalf at any stage or in any proceedings before labor tribunals including the NLRC, Labor Arbiter, conciliation, and mediation in the NCMB or voluntary arbitration, DMW, and other quasi-judicial bodies unless they represent themselves, their organization, or the members thereof.

A stipulation on fees shall not exceed ten percent (10%) of the compensation or benefit which may be received by or awarded to the seafarer or to his successors-in-interest pursuant to Republic Act No. 10706, otherwise known as the “Seafarers Protection Act.” Any contract, agreement, or arrangement of any sort to the contrary shall be null and void.

Legal representatives of seafarers shall submit an Entry of Appearance, with attached notarized certification and Affidavit of Undertaking with the following averments:

- (a) They shall not charge the seafarer for a fee contingent of more than ten percent (10%) of the compensation which may be awarded to the seafarer; and
- (b) They shall not lend or borrow money from the seafarers, or participate in usurious lending practices, and shall not recommend, endorse, or facilitate loans, with lending individuals or companies connected to seafarers, directly or indirectly.

Any amount in excess of ten percent (10%) received or collected by the legal representative of the seafarer shall be held in trust for the seafarer.

²³ Sections 59-60, Chapter XI of RA 12021, *Ibid.*

or Commission. Attached to such Entry of Appearance shall be a notarized certification and affidavit of undertaking executed by the legal representative, attesting that:

(a) The seafarer is charged a contingent fee of not more than ten percent (10%) of the compensation which may be awarded to him/her. Any amount in excess of ten percent (10%) received or collected by the legal representative of the seafarer shall be held in trust for the seafarer;²⁴ and

(b) The legal representative shall not lend or borrow money from the seafarer, or participate in usurious lending practices, and shall not recommend, endorse, or facilitate loans, with lending individuals or companies connected to the seafarer, directly or indirectly.²⁵

In the event that the legal representative fails to submit the required certification and affidavit of undertaking, the Labor Arbiter or the Commission shall immediately order the seafarer or the latter's legal representative to comply therewith. Absent such certification and affidavit of undertaking, despite the Order, the seafarer's legal representative shall not be recognized in the proceedings. However, all pleadings filed by the legal representative for the seafarer shall be given due course. The Labor Arbiter or the Commission shall, however, require the seafarer to verify/sign the same and all subsequent pleadings.

Following the non-compliance of the legal representative, the Labor Arbiter or the Commission shall refer the matter to the NLRC Action Desk tasked to receive reports of instances of ambulance chasing and charging of exorbitant fees pursuant to Republic Act No. 10706 which shall then endorse the complaint or report to the Integrated Bar of the Philippines or the Supreme Court. The Action Desk shall be headed by the Executive Clerk of Court IV for Luzon and the Deputy Executive Clerks of Seventh (7th) and Eighth (8th) Divisions for Visayas and Mindanao, respectively.

The Labor Arbiter or the Commission shall give the seafarer the opportunity to retain the services of counsel of the seafarer's choice provided that such counsel is compliant with the requirements under this Section. In case the seafarer fails to secure one, the seafarer shall be referred to the Public Attorney's Office (PAO) or the Integrated Bar of the Philippines – National Center for Legal Aid.

Sections 7 and 8, Rule XI of IRR, *Ibid.*

²⁴ Section 60 of Chapter XI of RA 12021

A stipulation on fees shall not exceed ten percent (10%) of the compensation or benefit which may be received by or awarded to the seafarer or his successors-in-interest pursuant to Republic Act No. 10706, otherwise known as the "Seafarers Protection Act." Any contract, agreement or arrangement to the contrary shall be null and void.

Legal representatives of seafarers shall submit an Entry of Appearance, with attached notarized certification and Affidavit of Undertaking containing the following averments:

(a) They shall not charge the seafarer a contingent fee of more than ten percent (10%) of the compensation which may be awarded to the seafarer; x x x

Article 111 of the Labor Code and Section 8, Rule VIII, Book III of its Implementing Rules, *Traders Royal Bank Employees Union-Independent v. NLRC*, 336 Phil. 705, 712 (1997)

A stipulation on fees shall not exceed ten percent (10%) of the compensation or benefit which may be received by or awarded to the seafarer or to his/her successors-in-interest pursuant to Republic Act No. 10706, otherwise known as the "Seafarers Protection Act". Any contract, agreement, or arrangement of any sort to the contrary shall be null and void.

²⁵ Section 60(b), Chapter XI of RA 12021

Legal representatives of seafarers shall submit an Entry, with attached notarized certification and Affidavit of Undertaking containing the following averments:

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(b) They shall not lend or borrow money from the seafarers, or participate in usurious lending practices, and shall not directly or indirectly recommend, endorse, or facilitate loans with lending individuals or companies connected to seafarers.

RULE VI
CONTENTS AND FINALITY OF DECISION

Section 1. CONTENTS OF DECISIONS / ORDERS. – The decisions and orders of the Labor Arbiter and Commission shall be clear and concise and shall include a brief statement of the: (a) facts of the case; (b) issues involved; (c) applicable laws, jurisprudence or rules; (d) conclusions and the reasons therefor; and (e) the specific remedy or relief granted.

In cases involving monetary awards, the decisions, resolutions and orders of the Labor Arbiter and Commission granting monetary awards shall explicitly state the specific amounts due the seafarer, particularly but not limited to the following:

(a) Any unpaid salary or wage, including the amount equivalent to the unexpired portion of the contract in cases arising from an illegal dismissal under Section 10 of Republic Act No. 8042, as amended by Republic Act No. 10022, and any remuneration capable of being expressed in monetary value as stipulated in the Standard Employment Contract or in the applicable CBA;

(b) Any unpaid statutory monetary and welfare benefits, including those arising from Section 34 (m) to (r), Sections 36 to 43, and Sections 48 to 51 of the Magna Carta, and Section 37-A of Republic Act No. 8042, as amended by Republic Act No. 10022;

(c) Any undisputed amount which is admitted by a party to be legally due to the other party; *provided*, that in case the disability grading is submitted to the determination of a third doctor as provided in Republic Act No. 12021, the amount corresponding to the disability grading of the third doctor shall be deemed admitted and undisputed;

(d) Any disputed amount determined to be legally due the seafarer; and

(e) Damages, including moral damages, exemplary damages, nominal damages, attorney's fees and other similar awards.

Monetary awards falling under paragraphs (a), (b), and (c) above shall be deemed as undisputed amounts which shall be immediately executory even pending appeal or judicial review.

Monetary awards under paragraphs (d) and (e) shall be deemed disputed amounts and shall not be immediately executory unless the seafarer, as judgment obligee, posts a sufficient bond to ensure the full restitution of the amount of the awards, in accordance with the succeeding sections.²⁶

²⁶ Section 59, Chapter XI of R.A. No. 12021

SECTION 59. *Execution of Judgment and Monetary Awards.* —

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The decision granting a monetary award in a voluntary or mandatory arbitration, or by the NLRC, must state the specific amounts for the payment of the following:

(a) Any salary or wage;

(b) Any statutory monetary and welfare benefits;

(c) Any undisputed amount, which is admitted by a party to be legally due to the other party;

(d) Any disputed amount determined to be legally due the seafarer; and

(e) Damages, including moral damages, exemplary damages, nominal damages, attorney's fees, and other similar awards.

The portion of the decision awarding items (a), (b), or (c) above shall be immediately executory even pending appeal or judicial review.

Pending an appeal or judicial review, a writ of execution on items (d) and/or (e) shall only be issued if the judgment obligee posts a sufficient bond to ensure the full restitution of those amounts and the bond shall be maintained by the obligee until final resolution of the appeal or judicial review: *Provided*, That in the event the

The decision of the Labor Arbiter shall likewise state that in cases where the employer files an appeal before the Commission: (a) a verified manifestation of compliance with the Labor Arbiter's order to pay the monetary awards consisting of undisputed amounts; and (b) proof of payment thereof shall be attached to the memorandum of appeal and treated as one of the requisites for the perfection of an appeal. In case of non-payment of the undisputed amounts awarded to the seafarer, the decision of the Labor Arbiter shall further state that a legal interest at six percent (6%) *per annum* shall be imposed thereon reckoned from the finality of decision until fully paid. Such non-payment shall constitute indirect contempt in accordance with Section 2, Rule IX of the 2011 NLRC Rules of Procedure, as amended.

The Commission, in its decision or resolution, shall further state that in case where the losing party intends to file a petition for *certiorari* with the Court of Appeals, the losing party shall be ordered to:

seafarer ultimately prevails on appeal or judicial review, the losing party shall immediately reimburse the total amount paid by the seafarer for the cost of the bond. However, if the seafarer loses, no such reimbursement shall be made.

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Section 7, Rule XI of IRR

SECTION 7. *Execution of Judgment and Monetary Awards.* —

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The decision granting a monetary award in a voluntary or mandatory arbitration, or by the NLRC, must state the specific amounts for the payment of the following:

- (a) Any salary or wage;
- (b) Any statutory monetary and welfare benefits;
- (c) Any undisputed amount, which is admitted by a party to be legally due to the other party;
- (d) Any disputed amount determined to be legally due the seafarer; and
- (e) Damages, including moral damages, exemplary damages, nominal damages, attorney's fees, and other similar awards.

The portion of the decision awarding items (a), (b), or (c) above shall be immediately executory even pending appeal or judicial review.

Pending an appeal or judicial review, a writ of execution on items (d) and/or (e) shall only be issued if the judgment obligee posts a sufficient bond to ensure the full restitution of those amounts and the bond shall be maintained by the obligee until final resolution of the appeal or judicial review: *Provided*, That in the event of the seafarer ultimately prevails on appeal or judicial review, the losing party shall immediately reimburse the total amount paid by the seafarer for the cost of the bond. However, if the seafarer loses, no such reimbursement shall be made.

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Section 2, Rule III of DO 247, Series of 2025

Section 2. Content of decisions or resolutions of the Labor Arbiter, the Commission, and the Voluntary Arbitrator or Panel of Voluntary Arbitrators. A decision or resolution granting a monetary award shall explicitly state the specific amounts due the seafarer, particularly but not limited to the following:

- (a) Any unpaid salary or wage, including the amount equivalent to the unexpired portion of the contract in cases arising from illegal dismissal under Section 10 of Republic Act No. 8042, as amended by Republic Act No. 10022, and any remuneration capable of being expressed in monetary value as stipulated in the Standard Employment Contract or in the applicable CBA;
- (b) Any unpaid statutory monetary and welfare benefits, including those arising from Section 34 (m) to (q), Sections 36 to 40, Sections 42 and 43, and Sections 48 to 51 of Republic Act No. 12021, and Section 37-A of Republic Act No. 8042, as amended by Republic Act No. 10022;
- (c) Any undisputed amount which is admitted by a party to be legally due the other party; provided that in case the disability grading is submitted to the determination by a third doctor, in accordance with existing or applicable rules and regulations, the amount corresponding to the disability grading of the third doctor shall be deemed admitted and undisputed;
- (d) Any disputed amount determined to be legally due the seafarer; and
- (e) Damages, including moral damages, exemplary damages, nominal damages, attorney's fees, and other similar awards.

Monetary awards falling under paragraphs (a), (b), and (c) above shall be deemed as undisputed amounts, while those under paragraphs (d) and (e) shall be deemed as disputed amounts.

Section 4 (last paragraph), Rule III of DO 247, Series of 2025-

Section 4. Execution of judgment and monetary awards. Xxx

The monetary awards under Section 2, paragraphs (d) and (e) of the decision or resolution shall be immediately executory upon finality of such decision or resolution, even pending appeal or judicial review with the courts, provided that the seafarer as judgment obligee posts sufficient seafarer's bond in accordance with the immediately succeeding section.

1. File a manifestation to the Commission of such intention within ten (10) calendar days from receipt of the decision or resolution subject of the intended petition. If no petition is filed despite such manifestation, the losing party may be cited in contempt in accordance with Section 2, Rule IX of the 2011 NLRC Rules of Procedure, as amended, and/or may be held liable for violation of standards embodied in the Code of Professional Responsibility and Accountability; or

2. Furnish the Commission a copy of the petition, with a verified manifestation that the same was filed with the Court of Appeals within the reglementary period to file the said petition.²⁷

In either case, the losing party is required to submit a duly filed copy of the petition to the Commission within five (5) days from the filing thereof.

Section 2. FINALITY OF DECISION OR ORDER AND ISSUANCE OF CERTIFICATE OF FINALITY.²⁸ – (a) Finality of the Decision or Order of the Labor Arbiter. – If no appeal is filed with the Regional Arbitration Branch of origin within the period provided under Article 229 of the Labor Code, as amended, and Section 1, Rule VI of the 2011 NLRC Rules of Procedure, as amended, the Decision or Order of the Labor Arbiter shall become final and executory after ten (10) calendar days from receipt thereof by the counsel, or authorized representative or the parties if not assisted by counsel or representative. (As amended by NLRC *En Banc* Resolution No. 11-12, Series of 2012.)

(b) Certificate of Finality. – Upon expiration of the period provided in paragraph (a) of this Section, the Labor Arbiter shall issue a certificate of finality.

In the absence of return cards, certifications from the post office or courier authorized by the Commission or other proof of service to the parties, the Labor Arbiter may issue a certificate of finality after sixty (60) calendar days from date of mailing. (As amended by NLRC *En Banc* Resolution No. 05-14, Series of 2014.)

RULE VII APPEAL

Section 1. APPEAL. – Rules VI and VII of the 2011 NLRC Rules of Procedure, as amended, shall govern appeals involving Filipino Seafarers except as stated in the succeeding section of this Rule.

²⁷ Section 6, Rule III of DO 247, Series of 2025

Section 6. *Stay of immediate execution of disputed amount.* The final decision or resolution of the Commission or by the Voluntary Arbitrator or Panel of Voluntary Arbitrators is immediately executory after ten (10) calendar days from receipt of the decision or resolution by the parties or counsel.

In case the losing party intends to appeal or file a petition for certiorari with the appropriate court questioning the decision or resolution of the Commission or the Voluntary Arbitrator or Panel of Voluntary Arbitrators, it shall:

- (1) File a manifestation to the Commission or to the Voluntary Arbitrator or Panel of Voluntary Arbitrators, as the case may be, of such intention within ten (10) calendar days from receipt of the decision or resolution subject of the intended appeal or petition; or
- (2) Furnish the Commission or the Voluntary Arbitrator or Panel of Voluntary Arbitrators a copy of its appeal or petition, with a verified manifestation that the appeal or petition was filed with the appropriate court within the reglementary period to perfect an appeal or to file a petition.

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²⁸ Section 3, Rule III of D.O. 247, Series of 2025

Section 3. Finality of decision or resolution. The decision or resolution of the Labor Arbiter, the Commission, and the Voluntary Arbitrator or Panel of Voluntary Arbitrators shall be final and executory after ten (10) calendar days from receipt of the decision or resolution, as the case may be, by the concerned party or his or her counsel or authorized representative.

Section 2. BOND. – In case the decision of the Labor Arbiter involves a monetary award, an appeal by the employer (shipowner/manning agency) may be perfected only upon the posting of a bond, which shall either be in the form of cash deposit or surety bond in an amount equivalent to the total monetary award, including damages and attorney’s fees, less the undisputed amounts as stated in the judgment, and upon submission of proof of payment thereof. Absence of proof of payment shall cause the dismissal of the appeal for non-perfection.²⁹

RULE VIII EXECUTION OF JUDGMENT AND MONETARY AWARDS³⁰

Section 1. EXECUTION. – Rule XI of the 2011 NLRC Rules of Procedure and the 2012 NLRC Sheriffs’ Manual on Execution of Judgment, as amended, shall govern execution of judgment involving Filipino Seafarers, except as stated in the succeeding sections of this Rule.

Section 2. IMMEDIATELY EXECUTORY AWARDS. The monetary awards under paragraphs (a), (b), and (c) of Section 1, Rule VI shall be immediately executory even pending appeal or judicial review. An application for and issuance of a writ of execution shall not be necessary for the execution of these items.

Section 3. ISSUANCE OF WRIT OF EXECUTION. – In case no appeal is taken from the decision of the Labor Arbiter within the reglementary period, the disputed amount shall become final and executory. The Labor Arbiter, *motu proprio* or upon motion, shall then issue a writ of execution upon the disputed amount of a decision or order within ten (10) days from the issuance of a Certificate of Finality or receipt of the Entry of Judgment.

Section 4. STAY OF IMMEDIATE EXECUTION OF DISPUTED AMOUNT. – The decision, resolution, or award of the Commission shall be final and executory after ten (10) calendar days from receipt of the decision or resolution by the parties or counsel.

In case the losing party intends to file a petition for *certiorari* with the Court of Appeals questioning the decision or resolution of the Commission, it shall:

1. File a manifestation to the Commission of such intention within ten (10) calendar days from receipt of the decision or resolution subject of the intended petition. If no petition is filed despite such manifestation, the losing party may be cited in contempt in accordance with Section 2, Rule IX of the 2011 NLRC Rules of Procedure, as amended, and/or may be held liable for violation of standards embodied in the Code of Professional Responsibility and Accountability; or

2. Furnish the Commission a copy of the petition, with a verified manifestation that the same was filed with the Court of Appeals within the reglementary period to file the said petition.

In either case, the losing party is required to submit a duly filed copy of the petition to the Commission within five (5) days from the filing thereof.

Compliance by the losing party with the above conditions shall automatically stay the immediate execution of the decision or resolution; provided that compliance with Item

²⁹ See Section 6, Rule VI of the 2011 NLRC Rules of Procedure

³⁰ Section 59, Chapter XI of RA 12021, *Supra*; Section 7, Rule XI of IRR, *Supra*.

1 above shall not be required if the petition was filed within ten (10) calendar days from receipt of the decision or resolution subject of the petition.

Section 5. EXECUTION OF DISPUTED AMOUNT PENDING JUDICIAL REVIEW AND POSTING OF SEAFARER'S BOND ³¹. – At any time during the pendency of a judicial review of the decision or resolution of the Commission, the seafarer, as judgment obligee, may file a motion for the execution of the disputed amount in the decision or resolution. The motion shall be supported by a seafarer's bond sufficient to ensure the full restitution of the amount to be released in case the decision or resolution is reversed. The sufficiency of the seafarer's bond shall be determined by the Labor Arbiter during the pre-execution conference.

The terms and conditions of the seafarer's bond shall include a provision that the bond is valid and effective from the date of deposit or posting until the case is finally decided, resolved or terminated, or the award is satisfied.

No writ of execution under this Section shall issue to execute the disputed amount except upon due notice and hearing called for this purpose.

Section 6. PARTIAL EXECUTION OF DISPUTED AMOUNT PENDING JUDICIAL REVIEW. – If the Labor Arbiter approves the posting of a reduced seafarer's bond pursuant to the preceding section, the seafarer, as judgment obligee, may file a motion for the partial execution of the disputed amount in the decision or resolution in the same amount of the reduced bond.

RULE IX REIMBURSEMENT AND RELEASE OF SEAFARER'S BOND ³²

Section 1. REIMBURSEMENT OF COSTS OF SEAFARER'S BOND. – Where the seafarer ultimately prevails on appeal or judicial review, the judgment obligor shall reimburse the seafarer for the total cost of the seafarer's bond, inclusive of related costs to maintain it. ³³

³¹ Section 5, Rule III of D.O. 247, Series of 2025

Section 5. Execution of disputed amount and posting of seafarer's bond- At any time during the pendency of an appeal or judicial review with the courts questioning the decision or resolution of the Commission or the Voluntary Arbitrator or Panel of Voluntary Arbitrators, the seafarer as judgment obligee may file a motion for the immediate execution of the disputed amount in the decision or resolution. The motion shall be supported by a seafarer's bond sufficient to ensure the full restitution of the amount in case the decision or resolution is reversed. The bond shall be issued by a reputable bonding company from the list of bonding companies duly accredited by the Supreme Court, and shall be valid and effective from the date of deposit or posting until the case is finally decided, resolved or terminated, or the award is satisfied, No writ of execution under this Section shall issue to execute the disputed amount except upon due notice and hearing called for this purpose.

³² Section 7, Rule III of D.O. 247, Series of 2025

Section 7. Reimbursement and release of seafarer's bond. Where the seafarer ultimately prevails on appeal or judicial review, the disputed amount shall be immediately executory. The losing party shall likewise reimburse the seafarer for the total cost of the seafarer's bond, inclusive of related costs to maintain it.

If the losing party does not voluntarily comply with the satisfaction of the disputed amount or the reimbursement of the costs of the seafarer's bond, the seafarer as judgment obligee may file a motion for execution of the disputed and reimbursable amounts, in accordance with the applicable rules on execution of judgments.

If the award corresponding to the disputed amount is reversed by the appropriate court, and such reversal has become final and executory, the Labor Arbiter or the Voluntary Arbitrator or Panel of Voluntary Arbitrators, upon motion, shall release the proceeds of the seafarer's bond to the prevailing party.

³³ Penultimate paragraph of Section 59, Chapter XI of R.A. 12021

SECTION 59. *Execution of Judgment and Monetary Awards.* —

Pending an appeal or judicial review, a writ of execution on items (d) and/or (e) shall only be issued if the judgment obligee posts a sufficient bond to ensure the full restitution of those amounts and the bond shall be maintained by the obligee until final resolution of the appeal or judicial review: *Provided*, That in the event the seafarer ultimately prevails on appeal or judicial review, the losing party shall immediately reimburse the total amount paid by the seafarer for the cost of the bond. However, if the seafarer loses, no such reimbursement shall be made.

Section 7, Rule XI of IRR

SECTION 7. *Execution of Judgment and Monetary Awards.* —

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The seafarer shall submit any and all documents to support the claim for costs in securing the bond.

If the losing party does not voluntarily comply with the reimbursement of the costs of the seafarer's bond, the seafarer, as judgment obligee, may file a motion for execution of the reimbursable amounts in accordance with the applicable rules on the execution of judgments.

Section 2. RELEASE OF SEAFARER'S BOND. – If the award corresponding to the disputed amount is modified, reversed, or annulled either by the Court of Appeals or the Supreme Court, and such modification, reversal, or annulment has become final and executory, the Labor Arbiter, upon motion, shall release the proceeds of the seafarer's bond to the prevailing party.

RULE X PRESCRIPTION OF ACTION

Section 1. PRESCRIPTION OF ACTION. – All money claims arising from employer-employee relations shall be filed within three (3) years from the time the cause of action accrued; otherwise they shall be forever barred.

All claims arising out of an illegal dismissal shall prescribe in four (4) years.

In both cases, the filing of requests for assistance under Republic Act No. 10396 shall toll the running of the prescriptive period.³⁴

RULE XI MISCELLANEOUS PROVISIONS

Section 1. EFFECTIVITY. – These Rules shall take effect fifteen (15) days following completion of its publication in the *Official Gazette* or in a newspaper of general circulation.

Section 2. SEPARABILITY CLAUSE. – If any provision of these Rules is declared unconstitutional, the remainder thereof not otherwise affected shall remain in full force and effect.³⁵

Pending an appeal or judicial review, a writ of execution on items (d) and/or (e) shall only be issued if the judgment obligee posts a sufficient bond to ensure the full restitution of those amounts and the bond shall be maintained by the obligee until final resolution of the appeal or judicial review: *Provided*, That in the event of the seafarer ultimately prevails on appeal or judicial review, the losing party shall immediately reimburse the total amount paid by the seafarer for the cost of the bond. However, if the seafarer loses, no such reimbursement shall be made.

³⁴ Section 8, Rule III of D.O. 247, Series of 2025

Section 8. Prescription of actions. All money claims arising from employer-employee relations shall be filed within three (3) years from the time the cause of action accrued, otherwise these shall be forever barred.

All claims arising out of illegal dismissal shall prescribe in four (4) years.

In both cases, the filing of requests for assistance under Republic Act No. 10396 shall toll the running of the prescriptive period.

³⁵ Section 98, Chapter XXI of R.A. 12021

SECTION 98. *Separability Clause.* — If any provision of this Act is declared to be unconstitutional, the remainder thereof not otherwise affected shall remain in full force and effect.

Section 4, Rule XXII of IRR

SECTION 4. *Separability Clause.* —

If any provision of this IRR is declared to be unconstitutional, the remainder thereof not otherwise affected shall remain in full force and effect.

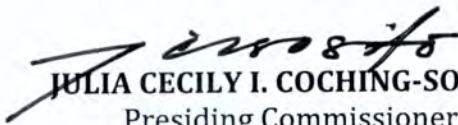
Section 1, Rule IV of D.O. 247, Series of 2025

Section 3. REPEALING CLAUSE. – All issuances of the Commission inconsistent with these Rules are hereby superseded, amended, or modified accordingly.³⁶

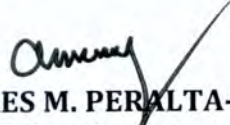
WHEREFORE, RESOLVED AS IT IS HEREBY RESOLVED, that the Commission *en banc* adopts and approves the proposed NLRC Rules of Procedure Implementing Republic Act (R.A.) No. 12021 otherwise known as the Magna Carta of Filipino Seafarers.

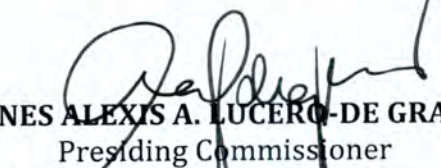
Signed this 31st day of January 2025 at Quezon City, Philippines.

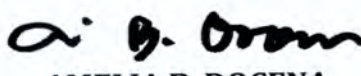

GRACE E. MANQUIZ-TAN
Chairperson


JULIA CECILY I. COCHING-SOSITO
Presiding Commissioner


VICTOR C. AVECILLA
Presiding Commissioner


DOLORES M. PERALTA-BELEY
Presiding Commissioner



AGNES ALEXIS A. LUCERO-DE GRANO
Presiding Commissioner


AMELIA B. DOCENA
Presiding Commissioner


GINA F. CENIT-ESCOTO
Commissioner


MA. MINERVA S. PAEZ-COLLANTES
Commissioner


NICOLAS B. NICOLAS
Commissioner


CHARMALOU D. ALDEVERA
Commissioner


CECILIO ALEJANDRO C. VILLANUEVA
Commissioner

Section 1. Separability clause. If any provision of these Rules is declared unconstitutional or invalid by competent authority, the remainder thereof not otherwise affected shall remain in full force and effect.

³⁶ Section 99, Chapter XXI of R.A. 12021

SECTION 99. *Repealing Clause.* — All laws, presidential decrees, issuances, executive orders, letters of instructions, and proclamations or administrative regulations inconsistent with the provisions of this Act are hereby repealed, amended, or modified accordingly.

Section 5, Rule XXII of IRR

SECTION 5. *Repealing Clause.* —

All laws, presidential decrees, issuances, executive orders, letters of instructions, and proclamations or administrative regulations inconsistent with the provisions of RA No. 12021 or this IRR are hereby repealed, amended or modified accordingly.

Section 2, Rule IV of D.O. 247, Series of 2025

Section 2. Superseding clause. All issuances inconsistent with these Rules are hereby superseded, amended, or modified accordingly.


JOSE C. DEL VALLE, JR.
Commissioner


LEONARD VINZ O. IGNACIO
Commissioner


MARY ANN F. PLATA-DAYTIA
Commissioner


HERNAN G. NICDAO
Commissioner

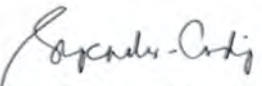

ERIC ANTHONY B. TY
Commissioner


DONNA C. RAMOS
Commissioner


GAVINO B. MENESES, JR.
Commissioner

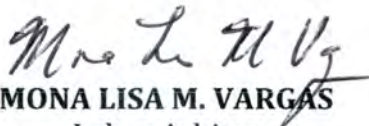

NENDELL HANZ L. ABELLA
Commissioner


MARIA JOYCE L. SENO-KHO
Commissioner


SITTIE PHAMY G. CADER-CONDONG
Commissioner


ABDUL-AZIS USUDAN METMUG
Commissioner

Attested By:


MONA LISA M. VARGAS
Labor Arbiter
Acting Executive Clerk of Court IV