

Marine Notice No. 47 of 2016

Notice to all Seafarers, Seafarers Representative Organisations, Shipowners, Ship Operators, Recognised Organisations and Charterers

Maritime Labour Convention, 2006

1. 2014 Amendments to the Convention & 2. Seafarer Employment Agreement

The Maritime Labour Convention, 2006 (MLC) was adopted at the 94th International Labour Organisation's (ILO) Maritime Session in Geneva, on 23rd February 2006. The Convention seeks to ensure that the employment and social rights of seafarers are fully implemented. Please see [Marine Notice No. 30 of 2015](#) for details of Flag State Inspection and Certification of Irish seagoing ships.

1. 2014 Amendments to the Convention

Amendments to the Code of the Maritime Labour Convention, 2006 (MLC) implementing Regulations 2.5, 4.2 and the appendices, will **enter into force on 18 January 2017**. The amendments relate to financial security of seafarers in cases of abandonment (Regulation 2.5) and contractual claims for compensation in the event of a seafarer's death or long term disability due to an occupational injury, illness or hazard (Regulation 4.2).

Details of the amendments can be found on the ILO website:

http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---relconf/documents/meetingdocument/wcms_248905.pdf

As of 18 January 2017, each ship must carry on board a certificate, or other documentary evidence of financial security to comply with these new provisions. Information regarding contents of the certificate or other documentary evidence is provided in the new Appendix A2-1 and A4-1 of the MLC, 2006.

It should be noted that Regulation 4 of the Merchant Shipping (Maritime Labour Convention) (Shipowners' Liabilities and Repatriation) Regulations 2014 (S.I. No. 375 of 2014) provides that shipowners must ensure that there is in force a contract of insurance or other form of financial security adequate to ensure that the shipowner will be able to meet any liabilities with regard to compensation in the event of death or long term disability to seafarers arising from occupational injury, illness or hazard. The shipowner must also ensure that proof of such financial security is carried on board the ship and displayed in a prominent position on board the ship.

Shipowners should ensure that an amended DMLC Part II, with the updated provisions relating to the 2014 amendments, is duly certified by the Competent Authority or Recognised Organisation, as appropriate. This should be done at the earliest opportunity and no later than the first MLC Renewal Inspection due after 18 January 2017, at which time compliance with these new provisions will be inspected.

The Department will follow the recommendations in the ILO resolution on transitional measures:

http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---normes/documents/genericdocument/wcms_360943.pdf

The International Group of Protection and Indemnity Clubs have issued a Circular to their 13 clubs. Within this comprehensive guidance is a format for a certificate or documentary evidence that will indicate that the shipowner is complying with the amendments.

http://static.igpandi.org/igpi_website/media/article_attachments/MLC_Circular_and_FAQ_w_OxOEdY.pdf

The certificate or documentary evidence should be posted in a prominent position on board the vessel, e.g. officers and crew mess room.

2. Seafarer Employment Agreement

Regulation 2.1 and Standard A2.1 of MLC, 2006 provide that each Member State shall require ships that fly its flag to ensure that seafarers are provided with a Seafarer Employment Agreement signed by both the seafarer and the shipowner providing them with decent working and living conditions on board the ship. The Merchant Shipping (Maritime Labour Convention) (Seafarer Employment Agreement and Wages) Regulations 2014 (S.I. No. 373 of 2014) implement the provisions of the Maritime Labour Convention, 2006 relating to seafarer employment agreements. Regulation 6 provides that the Minister may, at any time, specify in a Marine Notice, the format to be used for a seafarer employment agreement. In keeping with those provisions, a Pro Forma copy of a Seafarer Employment Agreement can be found in Annex 1 of this notice, detailing the minimum contents required.

Irish Maritime Administration,
Department of Transport, Tourism and Sport,
Leeson Lane, Dublin 2, D02 TR60, Ireland.

15/12/2016

For any technical assistance in relation to this Marine Notice, please contact:
The Marine Survey Office, Leeson Lane, Dublin 2, D02 TR60. tel: +353-(0)1-678 3400.
For general enquiries, please contact the Maritime Safety Policy Division, tel: +353-(0)1-678 3418.
Written enquiries concerning Marine Notices should be addressed to:
Maritime Safety Policy Division, Dept. of Transport, Tourism and Sport, Leeson Lane,
Dublin 2, D02 TR60 Ireland.
email: marinenotices@dtas.ie or visit us at: www.dttas.ie

Annex 1

Pro Forma Seafarer Employment Agreement

Details of Seafarer & Shipowner

This agreement is between:-

Seafarer's Full Name:

.....

Seafarer's Date of Birth/Age:

.....

Seafarer's Birthplace:

.....

and

Shipowner's name and address:

.....

Place where Seafarer's Employment Agreement is entered into:

.....

Date Seafarer's Employment Agreement is entered into:

.....

Capacity in which the seafarer is to be employed:

.....

Wages & Annual Leave

Seafarer's Wages are *(insert amount and currency)*

(or where applicable, the formula used for calculating it)

The seafarer's wages will be paid *weekly/fortnightly/monthly (*delete as applicable)

The seafarer is entitled to *(insert amount)* days paid annual leave
(or where applicable, the formula used for calculating it)

Notice of Termination of Agreement

(Delete the two options which are not applicable in relation to the notice of termination of employment for the below three types of Employment Agreement)

Definite Period Agreement -

Employment will commence on *(insert date)* and end on *(insert date)*, unless it is terminated for justified reasons. In the event that the ship is still at sea on the end date, the agreement will continue until its arrival in port, at which point the agreement will terminate.

Indefinite Period Agreement –

The length of notice a seafarer is obliged to give the shipowner to terminate his or her contract is *(insert notice period which is not to be less than 7 days)* days. The length of notice that the seafarer is entitled to receive from the shipowner to terminate his or her employment is *(insert notice period which is not to be less than 7 days)* days.

NOTE – The required notice period to terminate the agreement shall not be less for the shipowner than for the seafarer.

Specified Voyage –

The seafarer’s employment is for the length of the voyage of *(insert name of ship)* commencing on *(insert date)* from the port of *(insert name of port)* until *(insert date)* or the vessel’s arrival in the port of *(insert name of port)*. *(insert amount of time)* will expire after arrival before the seafarer will be discharged.

Reference to Collective Bargaining Agreement *(delete if not applicable)* –

The seafarer’s employment will also be subject to the Collective Bargaining Agreement(s) entered into on *(insert date(s))*, between the shipowner and *(insert details of the other parties to the collective bargaining agreement(s))* except where any provision(s) of such collective bargaining agreement(s) conflicts with national law. Such provision(s) shall not apply to his or her employment under this Agreement.

Any others conditions which apply under national law *(insert details)*

Sickness or Injury while on board

If the seafarer becomes sick or injured whilst on a voyage, he or she will be paid the normal basic wages until they have been repatriated in accordance with the repatriation provisions set out below. After the seafarer has been repatriated they will be paid the normal basic wages for 16 weeks from the date of the injury or sickness, less the amount of any Statutory Sick Pay or Social Security Sickness Benefit

If the seafarer requires medical care while they are on-board, this will be provided free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment, and medical information and expertise. Where practicable and appropriate, the seafarer will be given leave to visit a qualified medical doctor or dentist in ports of call for the purpose of obtaining treatment.

In the event of sickness or incapacity, as defined in Regulation 5 (1) of S.I. No. 375 of 2014, the seafarer will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and board and lodging away from home until their recovery or until the sickness or incapacity has been declared of a permanent character, subject to a period of 16 weeks from the date on which the sickness or injury occurs.

In the event of the seafarer’s death occurring on board or ashore during a voyage, the shipowner will meet the cost of burial expenses, or cremation where appropriate or required by local legislation (less any amounts due from the social protection scheme). The shipowner will also take measures to ensure that any property left on board is kept safely and that arrangements are made for returning it to the seafarer’s next of kin.

Repatriation

The seafarer will be entitled to repatriation, at the expense of the shipowner, if he or she is away from their country of residence:-

- where for justified reasons, a seafarer's agreement is terminated by the shipowner or by the seafarer,
- where the seafarer's agreement expires,
- where the seafarer is no longer able to carry out his or her duties under his or her agreement or cannot be expected to carry out those duties in the specific circumstances,
- where the seafarer has completed the maximum duration of service periods on board, as set out in his or her agreement, following which, in accordance with a provision in that regard in the agreement, he or she is entitled to repatriation,
- in circumstances where the seafarer is no longer able to carry out his or her duties under this agreement or cannot be expected to do so, e.g. shipwreck; the sale of the ship.

The entitlement to repatriation entails transport by the most appropriate mode to *(insert place name or country).*

If the agreement does not identify a destination, a seafarer is entitled to repatriation to the seafarer's choice of the following destinations:

- (a) the place where the seafarer's employment agreement was entered into,
- (b) a place agreed with the shipowner, or
- (c) the seafarer's country of residence.

NOTE – The seafarer may not be entitled to repatriation at the expense of the shipowner in circumstances where he or she has been dismissed on disciplinary grounds or has breached their obligations under this Agreement. In such circumstances the shipowner will still be liable to repatriate the seafarer but is entitled to recover the cost of doing so from any wages due to the seafarer.

Hours of Work

The seafarer's hours of work will be arranged such as to ensure that he or she receives a minimum of 10 hours available for rest in each 24-hour period and a minimum of 77 hours rest in each seven-day period.

The seafarer may be required, at the absolute discretion of the Master, to work additional hours during an emergency affecting the safety of the ship, its passengers, crew or cargo or the marine environment or to give assistance to other ships or persons in peril. He or she may also be required to work additional hours for safety drills such as musters, fire-fighting and lifeboat drills. In such circumstances the seafarer will be provided subsequently with a compensatory rest period or periods.

On-board complaints procedures

If the seafarer has a complaint, he or she should follow the on-board complaints procedures, a copy of which will be provided to them on joining the vessel.

Shore Leave

Seafarers shall be granted shore leave to benefit their health and well-being and consistent with the operational requirements of their positions.

Compensation due to loss or foundering of the vessel

If the wreck or loss of the vessel causes a seafarer to suffer injury or loss, the shipowner shall pay compensation to the seafarer in respect of such injury to a sum of _____ *(insert amount)*.

Signature of seafarer:

.....

Signature of shipowner/shipowner's representative:

.....

Position held by shipowner's representative:

.....

Place of entering this agreement:

.....

Date of entering this agreement:

.....

Notes on Terms & Conditions

Record Keeping

1. All seafarers shall be given an original copy of their seafarers' employment agreement which they have signed and has also been signed by the owner or a representative of the owner.
2. Where the seafarer is not an employee of the shipowner, the shipowner will be required by an authorised officer to produce evidence of contractual or similar arrangements providing them with decent working and living conditions on board the ship.
3. Seafarers signing a seafarers' employment agreement shall be given an opportunity to examine and seek advice on the agreement before signing, as well as such facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities.
4. Shipowners shall ensure that clear information as to the conditions of their employment can be easily obtained on board by seafarers, including the ship's master and that such information including a copy of the seafarers' employment agreement, is also accessible for review by officers of a competent authority, including those in ports to be visited.
5. Seafarers shall be given a document containing a record of their employment on board the ship. This document shall not contain any statement as to the quality of the seafarers' work or as to their wages.
6. Where a collective bargaining agreement forms all or part of a seafarers' employment agreement, a copy of that agreement shall be available on board. Where the language of the seafarers' employment agreement and any applicable collective bargaining agreement is not in English, the following shall also be available in English:
 - a. A copy of a standard form of the agreement; and
 - b. The portions of the collective bargaining agreement that are subject to a port State inspection.

Notice Periods

7. The minimum notice period to be given by seafarers and shipowners for the early termination of a seafarers' employment agreement shall not be shorter than seven days.
8. A notice period shorter than the minimum may be given in circumstances when the seafarer may terminate, without penalty, the employment agreement at shorter notice or without notice, for compassionate or other urgent reasons.

Wages

9. Payments due to seafarers shall be made, at no greater than monthly intervals and in accordance with any applicable collective agreement.
10. A monthly account of the payments due and the amounts paid, including wages, additional payments and rate of exchange used where payment has been made in a currency or at a rate different from the one agreed to shall be given to seafarers.

11. The shipowner shall put measures in place to allow seafarers to transmit all or part of their earnings to their families or dependants or legal beneficiaries. These measures should include:
- a. A system for enabling seafarers, if they so desire, to allot a proportion of their wages for remittance at regular intervals to their families by bank transfer or similar means; and
 - b. A requirement that allotments should be remitted in due time and directly to the person or persons nominated by the seafarers.
 - c. Any charge for this service shall be reasonable in amount, and the rate of currency exchange, unless otherwise provided, shall, in accordance with national law or regulations, be at the prevailing market rate or the official published rate and not unfavourable to the seafarer.

Repatriation

12. A seafarer is entitled to repatriation to the destination provided for in or under his or her agreement, or such other place as may subsequently be agreed with the shipowner as follows:
- a. Where the seafarers agreement expires,
 - b. Where for justified reasons, a seafarer's agreement is terminated by the shipowner or the seafarer,
 - c. Where the seafarer is no longer able to carry out his or her duties under his or her agreement or cannot be expected to carry out those duties in specific circumstances,
 - d. Where the seafarer has completed the maximum duration of service periods on board, as set out in his or her agreements, following which, in accordance with a provision in this agreement, he or she is entitled to repatriation.
13. The circumstances in which subparagraph b and c, above, apply include the following:
- a. where the seafarer has an illness, injury or other medical condition which requires that the seafarer be repatriated when found medically fit to travel,
 - b. in the event of shipwreck,
 - c. where the shipowner is unable to fulfil his or her legal or contractual obligations to the seafarer following insolvency, sale of the ship or a change in the ship's registration.
14. The costs of repatriation, which shall be borne by the shipowner, shall include the following:
- a. the cost of passage, by the most appropriate mode of transport, to the destination selected for repatriation,
 - b. accommodation and food from the time when the seafarer leaves the ship until his or her arrival at the repatriation destination,
 - c. pay and allowances due to the seafarer under his or her agreement from the time when the seafarer leaves the ship until his or her arrival at the repatriation destination.

15. If the agreement does not identify a destination, a seafarer is entitled to repatriation to the seafarer's choice of the following destinations:

- a. the place at which the seafarer entered into the agreement,
- b. a place agreed with the shipowner, or
- c. the seafarer's country of residence.

16. The duty to repatriate, referred to above, ends when:

- a. the seafarer is repatriated to his place of return,
- b. the shipowner makes reasonable arrangements for repatriation which are unsuccessful because of the seafarer's unreasonable conduct,
- c. notwithstanding reasonable endeavours, the shipowner is unable to contact the seafarer for a period of three months or more, or
- d. the seafarer confirms in writing to the shipowner that repatriation is not required.