

WHAT A SEAFARER’S EMPLOYMENT AGREEMENT MUST INCLUDE?

The MLC Seafarer’s Employment Agreements (SEA) **must** include the following:

Included:

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| 1 | The full name, date of birth and birthplace of the seafarer | |
| 2 | The name and address of the Shipowner | |
| 3 | The place where the agreement is entered into | |
| 4 | The date on which the agreement is entered into | |
| 5 | The capacity in which the seafarer is to be employed | |
| 6 | The wages (either the amount or the formula to be used in determining them) | |
| 7 | The manner in which wages must be paid, including payment dates and the circumstances (if any) in which wages may or must be paid in a different currency | |
| 8 | Hours of work | |
| 9 | Hours of rest | |
| 10 | The paid annual leave (either the amount or the formula to be used in determining it) | |
| 11 | Termination of employment a. If the agreement has been made for a definite period, the termination date. The period of notice of termination required and the circumstances in which such notice may be given. b. If the agreement has been made for an indefinite period, the period of notice of termination required and the circumstances in which such notice may be given. c. If the agreement has been made for a voyage, the destination port and the period following arrival after which the agreement terminates. The period of notice of termination required and the circumstances in which such notice may be given. | |
| 12 | The health and social security protection benefits to be provided to the seafarer by the Shipowner: a. Length of medical treatment b. Length of sick wages c. Disability compensation d. Death compensation | |
| 13 | The maximum duration of service periods on board following which the seafarer is entitled to repatriation (such periods to be less than 12 months) | |
| 14 | The seafarer’s entitlement to repatriation (including the mode of transport and destination of repatriation) and the circumstances in which the seafarer may be required to reimburse the Shipowner towards the costs of repatriation (if any) | |
| 15 | Reference to Collective Bargaining Agreements where applicable | |
| 16 | Shipowner’s complaint procedure | |
| 17 | Compensation in respect of loss of personal property as a result of foundering of the vessel | |
| 18 | Disciplinary rules and procedures | |
| 19 | Governing law and jurisdiction | |

The drafting and negotiation of crew contracts is a very important part of the ship-owner’s operation. Skuld urges all members and clients to send their crew contracts to Skuld for review and approval.