



TECHNICAL CIRCULAR No. 210 of 02nd August 2014

To:	All Surveyors/Auditors
Applicable to flag:	All Flags
Subject:	Seafarers Employment Agreements
Reference:	ILO MLC, UK MCA

The Maritime Labour Convention, (Minimum Requirements for Seafarers etc.) Regulations 2014 (the "MLC Minimum Requirements Regulations") require every seafarer on a ship to which they apply to have an individual Seafarer Employment Agreement (an "SEA").

According to ILO Maritime Labour Convention:

- Every seafarer employed on a vessel to which the Maritime Labour Convention, (Minimum Requirements for Seafarers etc.) Regulations 2014 ("the MLC Minimum Requirements Regulations") apply must have a legally enforceable Seafarer Employment Agreement (an "SEA").
- An SEA must include the minimum information specified in the MLC Minimum Requirements Regulations.
- The notice period for termination of an SEA must be at least seven days, and must not be shorter for the shipowner than for the seafarer.
- An SEA may consist of more than one document; for example, it may include a Collective Bargaining Agreement.
- If an SEA is not in English, an English translation must be provided on board the ship.
- When a seafarer's work on a ship comes to an end, the seafarer must be provided with a record of their service on board the ship.

Duty to enter Seafarer Employment Agreement

Every seafarer working on a sea-going ship to which the MLC Minimum Requirements Regulations apply must have a written SEA with another person in respect of the seafarer's work on a ship, which contains at least the information specified in Schedule 1 to the MLC Minimum Requirements Regulations

Where the seafarer is directly employed by the shipowner the SEA should be between the seafarer

Customer Service Center

5201 Blue Lagoon Drive, 9TH. Floor,
Miami, Fl., 33126
Tel: 1 (305) 716 4116,
Fax: 1 (305) 716 4117,
E-Mail:

joel@conarinagroup.com

Technical Head Office

7111 Dekadine Ct.
Spring, Tx., 77379
Tel: 1 (281) 370 9363,
1 (713) 204 6380

E-Mail: tho@conarinagroup.com,

houston@conarinagroup.com

and the shipowner and must be signed by both the seafarer and the shipowner or an authorized signatory of the shipowner. Any signatory authorized by the shipowner to sign SEAs for seafarers working on the ship should be named in Part 2 of the Declaration of Maritime Labour Compliance for the ship.

Where a seafarer is not directly employed by the shipowner but is employed by a third party (e.g. a manning agency) then the employer must be a party to the SEA. In such cases, the shipowner (or an authorized signatory of the shipowner) must also sign the agreement to guarantee that the shipowner will meet any obligations of the employer to the seafarer under the SEA, which fall under Parts 1 and 2 of Annex 1, if the employer fails to meet those obligations. The "Model Format for a Seafarer Employment Agreement for an Employed Seafarer" (see Annex 2 to this MGN) accordingly makes provision for the employer and the shipowner, as well as the seafarer, to sign the SEA.

In every case, both the seafarer and the shipowner must have copies of the SEA signed by all the relevant parties.

REFERENCES:

- MLC 2006: Seafarers' Employment Agreements

ATTACHMENTS: No.

Kindest Regards,

Cosmin Bozenovici
Naval Architect – Conarina Technical Head Office

Customer Service Center

5201 Blue Lagoon Drive, 9TH. Floor,
Miami, Fl., 33126
Tel: 1 (305) 716 4116,
Fax: 1 (305) 716 4117,
E-Mail:

joel@conarinagroup.com

Technical Head Office

7111 Dekadine Ct.
Spring, Tx., 77379
Tel: 1 (281) 370 9363,
1 (713) 204 6380

E-Mail: tho@conarinagroup.com,

houston@conarinagroup.com