



Maritime Circular No.17

To:

Ship – Owners / Managers / Operators, Registration Officers (RegOffs), Recognised Organisations (ROs), SLMARAD Departments (All)

Subject:

Seafarer's Employment Agreement

Date:

30th March 2017

References:

Maritime Labour Convention (MLC), 2006

SLMARAD Maritime Circular No.15

Purpose

To provide guidelines to all parties concern for the Seafarer's Employment Agreement (SEA) as required by the MLC, 2006.

Application

1. Every seafarer working on board a Sierra Leonean ship must have a valid written agreement, referred to as a Seafarer's Employment Agreement (SEA).
2. The SEA must be signed by both the seafarer and the shipowner or a representative of the shipowner. In case a representative of the shipowner is signing the SEA, he/she has to produce a signed "Power of Attorney" or other document showing that he/she is authorized to represent the shipowner.
3. While another person supplying a seafarer to the ship may have concluded an employment contract with that seafarer and be responsible for implementing that contract, including payment of wages, for example, the shipowner will still have the overall responsibility vis-à-vis the seafarer. Such an employer could therefore only sign the SEA as a representative of the shipowner (assuming that the employer has a signed "Power of Attorney" or other document from the shipowner).
4. For self-employed seafarers, they do not need to have a SEA, but – in accordance with Standard A2.1, paragraph 1(a) – there would need to be signed evidence of contractual or similar arrangements –providing them with decent working and living conditions on board as required by the MLC, 2006.
5. Seafarers must be given an opportunity to examine and seek advice on the SEA before signing, as well as such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities. The shipowner and seafarer concerned must each have a signed original of the SEA. The seafarer must keep the original SEA on board.

6. Shipowners must ensure that clear information as to the conditions of employment can be easily obtained on board by the seafarer's concerned, including the ship's Master, and that such information, including the SEA, is also accessible for review by inspectors.
7. To the extent compatible with applicable law and practice, SEA must be understood to incorporate any applicable collective bargaining agreements (CBA).
8. A SEA could in any event incorporate a CBA by using wording to show that the parties (shipowner and seafarer) intend that the whole of the CBA should, to the extent relevant to the seafarer, be considered as forming part of the SEA. The SEA concerned could even be a one-page document, containing individual identifying and other employment information specific to the seafarer, followed by a single provision stating that the parties agree that the terms and conditions of work shall be as set out in the identified CBA. A SEA of this kind would need to be accompanied by clear information, referred to in Standard A2.1, paragraph 1(d), enabling each seafarer to find out what his or her rights are under the applicable CBA.
9. The SEA must contain at all times the following information:
 - a. The seafarer's full name, date of birth or age and birthplace
 - b. The shipowner's name and address
 - c. The place and date when the SEA is entered into
 - d. The capacity in which the seafarer is to be employed
 - e. The name of the ship which the seafarer is to serve
 - f. The voyage or voyages to be undertaken (if applicable)
 - g. The amount of the seafarer's wages or, where applicable, the formula used to calculating them
 - h. The amount of paid annual leave or, where applicable, the formula used for calculating it
 - i. The termination of the agreement and the conditions thereof, including the follows:
 - If the agreement has been made for an indefinite period, the conditions entitling either party to terminate it, as well as the required notice period, which shall not be less for the shipowner than for the seafarer;
 - If the agreement has been made for a definite period, the date fixed for its expiry; and
 - If the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the seafarer should be discharged

- j. The health and social security protection benefits to be provided to the seafarer by the shipowner
 - k. The seafarer's entitlement to repatriation
 - l. The reference to the collective bargaining agreement (if applicable)
 - m. Any other particulars which Sierra Leone may require after consultation with the shipowner's and seafarer's Organization.
10. The minimum notice period to be given by the seafarers and shipowners for the early termination of a SEA is seven (7) days.
 11. A notice period shorter than the minimum may be given by the seafarer, without penalty, for compassionate or urgent reasons or in other circumstances that are recognised under employment law or practices or in applicable collective bargaining agreements as justifying termination of the employment agreement at shorter notice or without notice.
 12. Seafarer's shall be given a document containing a record of their employment on board the ship. Such a document must not contain any statement as to the quality of the seafarer's work or as to their wages. The document must contain sufficient information, with a translation in English, to facilitate the acquisition of further work or to satisfy the sea-service requirements for upgrading or promotion. A seafarer's discharge book satisfies the requirements of Sierra Leone flag.
 13. The maximum duration of the period of embarkation to disembarkation on board a Sierra Leonean vessel of the seafarer must not exceed a twelve (12) months period.
 14. The SEA must be written in English. In case the agreement is written in any other language then a translation to English language must be also included.
 15. The above will enter into effect as of 30th March 2017.

For additional information please contact SLMARAD at info@slmarad.com

Revision Status

Date	Revision	Comments - Changes
11/01/2017	0	Initial – Adopted
30/03/2017	1	Corrected typo, Para.4