**FORM SEA**

**Model Seafarer Employment Agreement**

1. **PARTIES TO THE EMPLOYMENT AGREEMENT**

This agreement is made between:

**Seafarer**

Name :

Date of Birth :

Place of Birth :

Passport No :

(Comment: Seaman’s Next of Kin may be included here)

and

**Shipowner / Shipowners Representative**

Name :

Address :

1. **CAPACITY IN WHICH SEAFARER IS TO BE EMPLOYED**

The capacity in which the seafarer is employed       (insert details of rank / position)

1. **PERIOD OF EMPLOYMENT**

The seafarer will be employed for a voyage from       (insert place) to       (insert place).

OR

The seafarer will be employed for a period of       weeks / months\* commencing on       (insert date) and ending on       (insert date).

OR

The seafarer will be employed without time-limit until such time as the agreement is terminated by either party in accordance with this agreement.

1. **PLACE OF WORK**

The seafarer’s place of work will be on       (ship name) and / or\* any vessel owned, managed, bareboat chartered or operated by:

Shipowner’s Name :

Shipowner’s Address :

Flag :

IMO Number :

Official Number :

1. **WAGES AND ACCOUNT OF WAGES**

The seafarer’s wages on commencement will be       (currency)       (amount) per week / month / year\* payable by       (method of payment) at weekly / monthly\* intervals on the       (number) day of each week / month\*.

Overtime hours if applicable, i.e., hours worked outside of normal working hours, will be paid at a rate of       (currency)       (amount) per hour.

The seafarer will be provided with a monthly account of all payments due and the amounts paid, including wages, additional payments, permitted/statutory deductions and the rate of exchange used where payment has been made in a currency which is different from that agreed above.

1. **PAID ANNUAL LEAVE**

The seafarer is entitled to take       (insert number) days paid annual leave (a minimum of 30 days) in each year of employment. The seafarer will be paid normal basic remuneration during such leave.

The seafarer will also be entitled to 10 days public holidays in each year of employment.

If the seafarer’s employment commenced or terminates part way through the year, entitlement to paid annual leave and public holidays during that year will be assessed on a pro rata basis.

1. **NOTICE OF TERMINATION OF EMPLOYMENT**

**Indefinite period agreement**

The length of notice which the seafarer is obliged to give to terminate employment is       (insert period which shall be not less than seven days).

The length of notice the seafarer is entitled to receive from the shipowner to terminate employment is       (insert period which shall be not less than seven days).

The above notice period shall not be less for the shipowner than for the seafarer.

OR

**Definite period agreement**

The seafarer’s employment is for the period of       (insert length of period in months/weeks) commencing on       (date) and terminating on       (date).

The length of notice which the seafarer is obliged to give to terminate employment is       (insert period which shall be not less than seven days).

The length of notice which the seafarer is entitled to receive from the shipowner to terminate employment is       (insert period which shall be not less than seven days).

OR

**Voyage agreement**

The seafarer’s employment is for the length of the voyage of       (name of ship) commencing on       (date) from the port of       (name of port) until       (date) / arrival in the port of       (name of port) and the time       (hrs) after arrival at which point it will terminate\*.

1. **TERMINATION OF EMPLOYMENT AT SHORTER NOTICE PERIODS OR WITHOUT NOTICE**

This agreement may be terminated at shorter notice or without notice under circumstances agreed in an applicable collective agreement or:

1. if the seafarer, the shipowner or shipowner’s representative agree that a shorter or no notice period is acceptable;
2. in the case of the seafarer’s misconduct; and
3. when the seafarer needs to terminate the agreement for compassionate or other urgent reasons, this shall be without penalty.

On termination of this agreement all remuneration due to the seafarer will be paid without undue delay. This includes any accrued and untaken annual leave with pay.

**Note:** Termination of the agreement and cessation of salary shall not be permitted while the seafarer is held captive on or off the ship due to acts of piracy or armed robbery, regardless of the above three options.

1. **HEALTH AND SOCIAL SECURITY BENEFITS**

If the seafarer is on a voyage and becomes sick or injured, the seafarer will be paid full wages as stated or calculated within this agreement until the seafarer has been repatriated in accordance with section 10 below. After the seafarer has been repatriated, the seafarer will receive basic pay or consolidated pay, whichever is applicable. This entitlement is subject up to a minimum of       (16 or above) weeks, or until recovery if earlier, and commences from the day of injury or the commencement of the sickness.

The seafarer will be provided with any medical care on board that should become necessary, 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, the seafarer will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices, and board and lodgings whilst away from home until recovery or until the sickness or incapacity has been declared of a permanent character, subject to a minimum period of       (16 or above) weeks. In addition, the shipowner will meet the cost of the return of property left on board to the seafarer or the seafarer’s next of kin or nominated beneficiary.

In the event of the seafarer’s death or long-term disability due to an occupational injury, illness or hazard occurring from the date on which the seafarer leaves home to join the vessel to the date on which the seafarer is duly repatriated, the seafarer will be entitled to compensation, the levels of which will be attached as an annex to this agreement. In the event of the seafarer’s death the shipowner will also meet the cost of burial expenses or cremation and the return of property left on board to the seafarer’s next of kin or nominated beneficiary.

The shipowner shall implement reasonable precautions to prevent occupational accidents, injuries and diseases on board ship, including supplying personal protective equipment and take measures to reduce the risk of exposure to harmful levels of ambient factors and chemicals as well as the risk of injury or disease that may rise from the use of equipment and machinery on board ships.

1. **SYSTEM OF FINANCIAL SECURITY PROVIDER**

**The name of the Financial Security Provider** in respect of shipowner liability with regards to compensation and claims shall be included in the agreement.

**The name of the Financial Security Provider** in respect of seafarer repatriation costs and liabilities if the ship owners fail to cover the cost of seafarer’s repatriation or ship owners have left the seafarer without necessary maintenance or support or has severe theirs ties with the seafarer including failure to pay contractual wages for a period of at least 2 months.

Documentary evidence of financial security issued by the financial security provider shall be kept onboard. Details relating to the coverage such as period, location and terms shall be clearly defined.

1. **REPATRIATION**

The seafarer will be entitled to repatriation at the shipowner’s expense:

* when this agreement expires;
* when this agreement is terminated;
* in the event of illness, injury or other medical condition the seafarer requires repatriation, (when medically fit to do so);
* the ship is proceeding to a Warlike Operations Area/war zone and the seafarer does not consent to go;
* in the event of termination or interruption of employment in accordance with an industrial award or collective agreement;
* in the event of shipwreck;
* in the event of the shipowner not being able to continue to fulfil their legal or contractual obligations as an employer of seafarers by reason of insolvency, sale of the ship or change in ship’s registration; and
* the maximum period of service on board following which the seafarer is entitled to repatriation will always be less than 12 months.

The entitlement to repatriation includes transport to the place where the seafarer signed this agreement, the seafarer’s country of residence, place stipulated by a collective agreement, or such other place as mutually agreed with the shipowner when signing this agreement.

The agreed repatriation destination is

The Tuvalu Regulations on repatriation shall be made available to the seafarer on board the ship.

1. **APPLICABLE COLLECTIVE AGREEMENT(S) (delete if not applicable)**

The seafarer’s employment will also be subject to the Collective agreement(s) entered into on       (insert date(s)) between the shipowner and       (insert details of the other parties to the collective agreement(s)).

In case of non-applicable CBA, the addendum which describes the detailed compensation for death, long term disability, permanent disability, injury, dismemberment, ship passage of war zone, burial or cremation cost, personal effects loss due to a marine incident shall be included in the agreement as an annex.

1. **SHIPOWNER’S COMPLAINT PROCEDURE**

If the seafarer has a complaint regarding employment, the seafarer should follow the shipowner's on board complaint procedure. The procedure will be made available to the seafarer, if requested, before signing this agreement. The shipowner’s complaint procedure will also be provided to the seafarer on board the ship.

1. **DISCIPLINARY RULES AND PROCEDURES**

The disciplinary rules applicable to the seafarer shall meet the standards set out in the Tuvalu Merchant Shipping Act, as amended, or, if the seafarer’s employment is covered by an applicable collective agreement, the disciplinary rules contained therein.

The disciplinary rules which are applicable to the seafarer’s employment will be made available, if requested, before signing this agreement.

1. **SHIPOWNER’S ADDITIONAL PROVISIONS (delete if not applicable)**

The seafarer’s employment will be subject to the following additional provisions except where any such provision conflicts with Tuvalu Merchant Shipping Act, as amended, or the [Tuvalu Merchant Shipping (Maritime Labour Convention 2006) Regulations](http://www.tvship.com/Resources/Downloads/Regulations/MLC2006Regulations.pdf), as amended, that provision shall not apply to employment under this Agreement:

I confirm that I have freely entered this agreement with a sufficient understanding of my rights and responsibilities, and I have been given an opportunity to review and seek advice on the Agreement before signing.

………………………………………………………………………………………………………

(Signature of Seafarer)

Date ………………….

I confirm that the seafarer has been informed of their rights and duties under this agreement prior to or in the process of the seafarer’s engagement onto the vessel.

………………………………………………………………………………………………………

(Signature of Shipowner or Shipowner’s Representative)

Place this Agreement is entered into :

Date this Agreement is entered into :