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Maritime & Coastguard Agency

Guidance

MGN 477 (M) amendment 5 MLC 2006 seafarer's employment agreements

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Summary

Every seafarer employed on a vessel to which the merchant shipping (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, set out at annex 1 to this notice.

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.

A recommended model format for an SEA for an employed seafarer is provided on GOV.UK, if required. The format is not mandatory however all the required information must be included in any alternative form of seafarer employment agreement.

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.

The SEA amendments introduced by the amendment regulations 2020 make provision in the event that a seafarer is held captive as a result of piracy or armed robbery.

Ships not subject to the MLC minimum requirement regulations will remain subject to the provisions of the merchant shipping (crew agreements, lists of crew and discharge of seamen) regulations 1991. MGN 474 (M) sets out the requirements for such ships.

This includes the process for notifying the MCA if a seafarer exceeds the maximum permitted period of time on board (11 months) and includes guidance for seafarers on collective bargaining agreements and where to seek advice.

Amendment 5 updates section 5.5 to highlight that SEAs should be written and presented clearly to ensure that the seafarer can interpret the details and understand the terms and conditions. This amendment also combines MGN 650 (M) concerning SEAs in case of piracy or armed robbery, with details outlined in section 11.

References and contact information are also updated in this amendment.

1. Introduction

1.1 The merchant shipping (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"). Part 4 of the regulations was amended by the Merchant Shipping (Maritime Labour Convention and Work in Fishing Convention) (Amendment) Regulations 2020. A link to the 2020 Regulations is here: https://www.legislation.gov.uk/uksi/2020/1166/contents/made (https://www.legislation.gov.uk/uksi/2020/1166/contents/made). This amendment did not alter the requirements of SEAs or the Declaration of Maritime Labour Compliance Part 2.

1.2 SEAs replace the "collective" crew agreements (previously required for most ships under the merchant shipping (crew agreements, lists of crew and discharge of seamen) regulations 1991) for those vessels subject to the MLC minimum requirements regulations.

1.3 These changes give effect to the provisions of regulation 2.1, standard A2.1 and guideline B2.1 of the International Labour Organization (ILO) Maritime Labour Convention, 2006.

2. Amendments to the merchant shipping Act 1995 and the merchant shipping (crew agreements, list of crew and discharge of seamen) regulations 1991 (SI 1991/2144)

2.1 Detailed information on the amendments made by the merchant shipping (maritime labour convention) (consequential and minor amendments) regulations 2014 is contained in annex 2 to this MGN. The overall effect is to provide for the replacement of "crew agreements" by individual SEAs.

3. Application

3.1 Except for those vessels referred to in paragraph 3.2 below, the MLC minimum requirements regulations apply to all sea-going UK ships wherever they may be, and to non-UK ships in UK waters.

3.2 The MLC minimum requirements regulations do not apply to:

(i) pleasure vessels

(ii) fishing vessels

(iii) ships of traditional build

(iv) warships or naval auxiliaries and

(v) vessels which are not ordinarily engaged in commercial activities

4. Duty to enter a seafarer employment agreement

4.1 Every seafarer working on a UK 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 (see annex 1 to this MGN).

4.2 Where the seafarer is directly employed by the shipowner the SEA should be between the seafarer and the shipowner and must be signed by both the seafarer and the shipowner or an authorised signatory of the shipowner. Any signatory authorised 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.

4.3 Where a seafarer is not directly employed by the shipowner but is employed by a third party (e.g. a manning agency), the employer must be a party to the SEA. In such cases, the shipowner (or an authorised 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 to this MGN, if the employer fails to meet those obligations. The "model format for a seafarer employment agreement (https://assets.publishing.service.gov.uk/government/uploads/system/uplo

ads/attachment_data/file/916627/200820__MODEL_FORMAT_FOR_A_SEAFARER_EMPLOYMENT_AGREEMENT.pdf) for an employed seafarer" available on GOV.UK accordingly makes provision for both the employer and the shipowner, as well as the seafarer, to sign the SEA.

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

4.5 Seafarers who are not employees

4.5.1 The MLC minimum requirements regulations require that where seafarers who are not employees are working on a ship, they should have evidence of contractual or similar arrangements providing them with decent working and living conditions on board the ship. In this context the term "a seafarer who is not an employee" is considered by the Maritime and Coastguard Agency (MCA) to apply to a seafarer who is a self-employed person.

4.5.2 A seafarer who is self-employed must have an SEA containing at least the information set out in parts 1 and 3 of annex 1 to this MGN.

4.6 Trainees

4.6.1 There may also be instances where "trainees", whose sole purpose in working on a ship is to receive training, are present on a ship under the terms of a written agreement (a "training agreement") with a training provider. Such "trainees" are nonetheless regarded as seafarers for the purposes of the MLC minimum requirements regulations.

4.6.2 If the shipowner is not a party to the training agreement between the trainee and the training provider, that training agreement may nonetheless be considered to be substantially equivalent to an SEA for the purposes of the MLC minimum requirements regulations, provided it meets the "minimum requirements for a training agreement" set out in MGN 485(M) (https://www.gov.uk/government/publications/mgn-485m-maritime-labour-convention-2006-seafarer-employment-agreements-application-to-trainees). Further information on "trainees" and "training agreements" is also contained in that MGN.

5. Content of seafarer employment agreement

5.1 The minimum information required to be contained in a SEA is set out in parts 1, 2 and 3 of annex 1 to this MGN (which reproduces schedule 1 to the MLC minimum requirements regulations). Provision of such information may be achieved by including a cross reference in the SEA to another document such as a collective bargaining agreement, provided a copy of such document is kept on board the ship and is available for inspection by seafarers or Flag State or Port State inspectors.

5.2 Separate provision is made for seafarers who are employees and those who are not. An SEA for an employed seafarer must include the information in parts 1 and 2 of annex 1. An SEA for a self-employed seafarer must include the information in parts 1 and 3 of annex 1.

5.3 A suggest model format for seafarer employment agreements for employed seafarers can be found under title 2: conditions of employment (https://www.gov.uk/guidance/mlc-2006-titles-1-to-5-regulations-guidance-and-information#title-2-conditions-of-employment). This format is not mandatory, but is included in particular to assist smaller businesses without in-house expertise.

5.4 Any agreement, be it an individual agreement or one which incorporates the provisions of a collective bargaining agreement, may serve as an SEA, provided that it contains the minimum information specified in the relevant parts of annex 1 to this MGN (see paragraph 5.2). However, such an agreement must not contain any terms or conditions that are contrary to the law of the United Kingdom and in particular those implementing the fundamental rights of seafarers. For example, an agreement that prohibited seafarers from being members of, or contacting, an independent trade union would not be permitted, since such is not consistent with UK law on freedom of association. Existing contracts of employment or collective bargaining agreements, including those relating to employment on ships previously registered with other administrations but subsequently re-registered on the UK Register, may continue to be used, provided that they fulfil the above minimum conditions.

5.5 Seafarers signing an SEA must be given an opportunity to examine and seek advice on the terms and conditions of that agreement before signing it, and have any other facilities they need to ensure that they have freely entered into the SEA with a sufficient understanding of their rights and responsibilities. Therefore, SEAs should be written and presented clearly, to ensure the seafarer can interpret the details and understand the terms and conditions. There may be instances when and SEA is governed by a collective bargaining agreement and the Unions have been consulted and consented on the seafarer’s behalf (regardless of whether the

seafarer is part of a union or not). For guidance on collective bargaining agreements refer to ACAS (Advisory, Conciliation and Arbitration Service).

5.6 Each SEA must therefore include a statement signed by the shipowner or their representative and the seafarer confirming that the seafarer:

(i) has been given the opportunity to review and seek advice on their SEA

(ii) has received an explanation of their rights and responsibilities under the agreement before signing it and

(iii) that they have entered into the agreement freely

6. Minimum notice period

6.1 The minimum period of notice to be given by the parties to terminate the seafarer's employment under an SEA is primarily a matter for agreement between the parties concerned but:

(i) must be stated in the SEA

(ii) must be the same for each party and

(iii) must not be less than seven days.

6.2 It is recognised that in some circumstances, seven days may be too long a period of notice. The MLC minimum requirements regulations therefore provide for a shorter period of notice without penalty in the case of a request for termination on compassionate grounds, or where the seafarer is dismissed for gross misconduct.

6.3 What is meant by "compassionate grounds" and "gross misconduct" in the context of paragraph 6.2 should be clarified in the SEA. MCA will not be defining these or specifying what must be covered in the SEA but a possible example of "compassionate grounds" might be where, during the course of a voyage it is confirmed that the spouse, partner, child or parent of a seafarer has fallen dangerously ill, been seriously injured or has died. An example of "gross misconduct" might be a serious breach or ongoing breaches of the Merchant Navy Code of Conduct (if applicable) for which dismissal is the appropriate penalty.

6.4 Whilst it is left to the shipowner/employer to decide the actual minimum period of notice to be given to terminate a seafarer's employment, subject to the 7 day minimum period referred to in paragraph 6.1 above, MCA will query the imposition of notice periods that could be construed as being unduly restrictive on seafarers e.g. a notice period of several months. Also when determining the minimum period of notice to be included in an SEA it should be borne in mind that the MLC minimum requirements regulations provide that the shipowner (or employer) must give at least the same period of notice as that required to be given by the seafarer e.g. a minimum period of three months' notice required to be given by a seafarer means that a shipowner/employer also has to give a minimum period of three months' notice.

6.5 An SEA cannot be terminated while a seafarer is held captive as the result of piracy or armed robbery. This does not have to be stated in the SEA itself; the legislation overrides any contractual condition which might allow the SEA to terminate at such a time, or any notice of termination that has been given to the seafarer.

6.6 Where a seafarer is held captive as a result of piracy or armed robbery, their SEA remains in force until the seafarer has been repatriated (see MGN 479 (M) (https://www.gov.uk/government/publications/mgn-479-m-maritime-labour-convention-2006-repatriation)). During that period, the seafarer must continue to receive their normal wages, and any agreed allotments must continue to be paid.

6.7 Documents

6.7.1 As soon as possible after an SEA has been signed by the relevant parties, the shipowner must ensure that the seafarer is provided with a signed original of that SEA. The shipowner should also hold a signed original of the SEA and should ensure that copies of the SEAs applicable to every seafarer on the vessel are available on board together with any collective bargaining agreement, or other document, to which they refer, so that they can be inspected, on request, by the seafarers or flag State or port State inspectors. Where such documents are not in English, accurate English translations are required to be available on the vessel (see section 8).

6.7.2 Whilst paragraph 7.1 requires that a copy of each seafarer's SEA, and any related collective bargaining agreement, or other document, is available on board the ship. MCA accepts that the shipowner's signed original of each SEA may be held on board in an electronic form provided they are readily available and can be printed out if required by individual seafarers or by Flag State or Port State Inspectors. This provision for electronic copies does not

however exempt the shipowner from providing each seafarer with an original hard copy of their individual SEA signed by the parties to it.

6.8 Record of employment

6.8.1 As soon as practicable following the termination of a seafarer's employment on a particular vessel, for whatever reason, the shipowner must provide the seafarer with a record of his employment on board the ship. Such record of employment should contain the following information:

(i) the name of the ship, its port of registry, gross or registered tonnage and official number

(ii) the description of the voyage

(iii) the capacity in which the seaman has been employed on the ship

(iv) the date on which the seafarer began to be so employed

(v) and the date and place of the seafarer's discharge

and may take the form of an entry in the seafarer's discharge Book, if the seafarer holds one, or the issue of a Certificate of Discharge if the seafarer does not hold a discharge Book or is unable to produce it at the time of discharge. This record must not however contain any report on the conduct of the seafarer or the wages paid to them.

6.8.2 Where a seafarer is "employed" he should normally hold a discharge book when serving on a UK ship irrespective of the department in which he is serving. However, where a seafarer is not employed (e.g. he is self-employed) he may not be entitled to a discharge book, but may be issued with a certificate of discharge. Further information regarding certificates of discharge is contained in MGN 123 (M+F) (https://www.gov.uk/government/publications/mgn-123-certificates-of-discharge). It should however be noted that it is the responsibility of the shipowner to produce such forms as MCA no longer provides pre-printed versions.

7. Foreign language seafarer employment agreement

7.1 SEAs for seafarers employed on UK registered vessels, together with any supporting documentation (e.g. collective bargaining agreements) should normally be in English. If for any reason this is not the case, e.g. because the seafarers on board do not speak or understand English, the shipowner must ensure that accurate English translations of each form of SEA used on board, and of any documents referred to in them, are available on board at all times for inspection by Flag State and Port State Inspectors or other persons authorised to inspect them.

7.2 In complying with the requirement set out in paragraph 8.1, it is not necessary to have an English translation of every individual SEA. Normally it will be sufficient to hold accurate translations of the provisions for each language in which the SEAs are written, or for each group of SEAs where SEAs in the same language adopt different forms or contain different provisions for different categories or groups of seafarers. This is to enable Flag State and Port State Inspectors to check that any agreements are fully in compliance with this legislation.

7.3 On vessels with multi-national crews, situations might potentially arise where an SEA is written in a language that is not understood by all the seafarers to whom it applies. In this context paragraphs 5.5 and 5.6 above draw attention to the requirement that each SEA must contain a statement by the seafarer and the shipowner confirming that the seafarer has had a sufficient opportunity to review and seek advice on the terms and conditions of the agreement, and has received an explanation of their rights and responsibilities under the agreement. Where language difficulties could potentially arise, MCA would recommend shipowners ensure that measures are in place to provide seafarers with access to a translation of their SEA in a language they do understand as this may prevent misunderstandings or complaints. As with the requirement to provide English translations, this need not involve providing a separate translation for each seafarer but may only require the provision of a single translation for each relevant language, to which seafarers could refer as necessary.

8. Maximum period of service on board

8.1 Every seafarer on a UK ship is entitled to repatriation on the expiry of their seafarer employment agreement or after a maximum of 11 months of continuous service on board their ship. The

requirements of the MLC apply at all times, and there is no provision which allows them to be suspended under any circumstances.

8.2 Some seafarer employment agreements have the flexibility to shorten or extend the contract by 30 days. Extension of SEAs beyond the contract expiry date (or the additional period already provisioned for (if applicable)) shall only be used as a last resort and the shipowner should make every effort to repatriate the crew in the first available port once the SEA has expired. Any delay to repatriation or deferral of their annual leave (except with consent) should only occur where it is impossible to safely repatriate seafarers because of circumstances outside the control of shipowners. Seafarers must be repatriated as soon as those circumstances are no longer present.

8.3 In exceptional cases where an SEA has been extended which takes the seafarer over the maximum permitted time on board of 11 months, the MCA should be notified by emailing mlc@mcga.gov.uk with the following information:

(a) seafarer rank

(b) company name

(c) vessel name

(d) date of joining

(e) date of contract end

(f) date of repatriation

(g) reason for extension

The MCA will issue an email letter to acknowledge the extension for port State control purposes.

8.4 The shipowner should ensure that seafarers are kept informed about the reasons why they are required to stay on board and about any arrangements for their repatriation. A valid SEA must remain in force until repatriation. If necessary, they should be offered an extension or a new SEA issued, on the same or more favourable terms and conditions to the seafarer.

8.5 The situation should be kept under review and the shipowner needs to ensure that the seafarers are allowed to return home at the first available opportunity even if this is part way through an extension to their SEA. Evidence should be retained by both the seafarer and the shipowner including an entry in the official log book

clearly demonstrating the reason why the seafarer was asked to extend their contract.

8.6 Where seafarers have to remain on board for longer than their contracted period of service, shipowners and seafarers should consider the following:

- extended periods working on board ship without leave are likely to give rise to greater risk of fatigue, and a dip in morale particularly if anticipated leave is deferred at short notice.
- MGN 505 (M) (https://www.gov.uk/government/publications/mgn-505-human-element-guidance-fatigue-and-fitness-for-duty) includes guidance on recognising the signs of fatigue, and the master and all seafarers should monitor and be alert for such signs and report any concerns to the master or the safety committee.
- consideration should be given to rearranging work patterns to allow for additional rest periods/shore leave where possible, and to providing increased connectivity to allow seafarers to contact home and access entertainment on board.
- the seafarer's informed consent should be obtained in any case where the shipowner is advising/requesting the seafarer to stay on board.
- if repatriation is not possible through scheduled ports of call, consideration should be given to diverting the ship to a port where it is possible.
- shipowners should consider whether it is safe to continue operating where there are signs of fatigue or a significant or sustained deterioration in the wellbeing of crew members.

9. Duty of master to produce seafarer employment agreements

9.1 The master of a vessel is required to produce copies of any SEAs and associated documentation, or relevant translations of such documentation, that is held on board on demand to any of the following for inspection:

- the Secretary of State
- the Registrar General of Shipping and Seamen
- the Commissioners for His Majesty's Revenue and Customs, or
- any person authorised by or acting on behalf of the above.

9.2 In the context of the preceding paragraph “any person authorised by or acting on behalf of the Secretary of State, the Registrar-General of Shipping and Seamen, the Commissioners for His Majesty’s Revenue and Customs” includes MCA surveyors, inspectors and superintendents, Officers of the Registry of Shipping and Seamen, Customs and Excise Officers, British Consuls overseas and persons carrying out similar functions.

9.3 Failure to produce on demand a copy of any SEA requested by the persons referred to in paragraphs 9.1 and 9.2 may constitute an offence in respect of which a penalty may be applied if the master is found guilty on summary conviction. However, prosecution will generally only be considered in serious cases of non-compliance and other measures may be applied instead. Additionally it will normally be a defence for any person charged with such an offence if they can prove that a failure to comply with these requirements arose from matters outside their control, and that all reasonable steps had been taken to ensure compliance.

10. Ending crew agreements for vessels subject to the MLC requirements regulations

10.1 With the introduction of the MLC minimum requirements regulations, an SEA will be required for all seafarers serving on UK registered ships to which the MLC minimum requirements regulations apply and the requirement to have a crew agreement will cease. However, a crew agreement will remain a legally-binding document until such time as it is finally closed. Wherever possible, crew agreements should be closed at the earliest opportunity, allowing for the period of notice required to be given to terminate a seafarer’s employment under them, and replaced with SEAs for every seafarer. Crew agreements and seafarer employment agreements should not run in parallel for individual seafarers.

10.2 Exemptions from the requirement to have a crew agreement have, in the past, been issued to certain ships on which seafarers were covered by other agreements/contracts with their employer which provided them with protection similar, or even superior, to that provided by a crew agreement. With the introduction of the MLC minimum requirements regulations, and the consequential requirement that all seafarers on vessels subject to that legislation are required to have SEAs, no further exemptions will be issued in

respect of such vessels and those exemptions which were issued previously to such vessels will cease to be valid.

10.3 Where however vessels were previously required to have a crew agreement, and are not subject to MLC Minimum Requirements Regulations, the requirement to have a crew agreement will remain. Further guidance is contained in MGN 474(M) (https://www.gov.uk/government/publications/mgn-474m-retention-of-crew-agreements-for-vessels-not-subject-to-the-maritime-labour-convention-requirement-to-have-seafarer-employment-agreements).

11. Protection for seafarers in the event of piracy or armed robbery

11.1 The amendments introduced by the 2020 Regulations (https://www.legislation.gov.uk/uksi/2020/1166/contents/made) make provision in the event that a seafarer is held captive as a result of piracy or armed robbery.

11.2 For as long as the seafarer is held captive, their SEA cannot expire or be terminated. This applies until the seafarer has been repatriated or has died.

11.3 During that time, their wages must be paid in accordance with the SEA.

11.4 Definitions: The 2020 Regulations use definitions for piracy and armed robbery from the United Nations Convention on the Law of the Sea (UNCLOS) Article 101:

“armed robbery against a ship” means any illegal act of violence or detention or any act or threat of depredation, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State’s internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating such an illegal act;

“piracy” consists of any of the following acts:

(a) any illegal acts of violence or detention, or any act of depredation, committed for private ends by the crew or the passengers of a private ship or a private aircraft, and directed

(i) on the high seas, against another ship or aircraft, or against persons or property on board such ship or aircraft;

(ii) against a ship, aircraft, persons or property in a place outside the jurisdiction of any State;

(b) any act of voluntary participation in the operation of a ship or of an aircraft with knowledge of facts making it a pirate ship or aircraft

(c) any act of inciting or of intentionally facilitating an act described in subparagraph (a) or (b).

11.5 Provided that there is no provision in an existing SEA or Declaration of Maritime Labour Compliance Part 2 which is contrary to the protections provided by the 2020 Regulations, shipowners are not required to take any action.

11.6 No explicit provision is required in an SEA to implement this, as the 2020 Regulations provide that any clause in a SEA which purports to reduce or stop payment of wages during a period of captivity due to piracy or armed robbery is void.

11.7 However, were an SEA to include such a clause, it should be removed, as the SEA should be clear and transparent to the seafarer.

11.8 Similarly, the DMLC Part 2, setting out the shipowner's arrangements for compliance with the MLC, 2006 does not need to contain any explicit provision regarding protection of wages etc. in the event of a seafarer being held captive due to piracy or armed robbery.

11.9 The legislation ensures that the seafarer's SEA stays in force for the duration of any such period of captivity, and therefore the seafarer's entitlements including payment of wages remain due under the SEA.

11.10 There is no penalty or offence attached to this provision, as any SEA failing to comply with the requirements of regulation 11A would be illegal and therefore would not be valid.

12. List of crew

12.1 The requirement under the merchant shipping (crew agreements, list of crew and discharge of seamen) regulations 1991 ("the 1991 regulations") for a list of crew to be maintained and kept up to date showing all seafarers on board a vessel at any time remains in force for all vessels including those subject to have SEAs under the MLC minimum requirements regulations. In the case of

vessels with SEAs in place of crew agreements, there is however no longer any need for two separate lists of crew to be maintained (i.e. for those who are signed on the crew agreement and those who are exempt from signing on). The opportunity has therefore been taken to produce a revised list of crew to be completed for all seafarers with SEAs. A specimen of the new list of crew (MSF 4157) and the revised cover (MSF 4156) (https://www.gov.uk/government/publications/mlc-2006-model-formats-for-list-of-crew-and-young-persons). These supersede the existing ALC 1, ALC 1(a) and ALC 1(b).

12.2 The new style list of crew will remain in force for the vessel concerned until all the persons employed on the ship whose particulars are contained in the list have been discharged. e.g. upon crew change over. See section 13 below regarding submission of copies to the Registry of Shipping and Seamen (“RSS”).

13. List of young persons

13.1 In accordance with section 55 of the Merchant Shipping Act 1995, and the merchant shipping and fishing vessels (health and safety at work) (employment of young persons) regulations 1998, a summary of the provisions of those regulations and a list of all young persons under the age of 18 is required to be included with every list of crew. The summary to be included is set out in the new form (MSF 4158) (https://www.gov.uk/government/publications/mlc-2006-model-formats-for-list-of-crew-and-young-persons) which supersedes the ALC 1(c). It should be noted that a copy of this form is required to be included with the list of crew even if no young persons are employed on the ship concerned. In such circumstances the form should be noted with “NIL”.

14. Submission of seafarer employment agreements, lists of crew and official log books

14.1 With the change from crew agreements, which generally have a fixed period of validity, to individual SEAs, which could potentially cover a seafarer’s entire employment with the same shipowner, there will not be a requirement for copies of all SEAs to be sent to RSS. However there remains a requirement under the 1991

regulations for lists of crew and official log books to be maintained and submitted to RSS at specified intervals. A copy of the crew list is to be delivered to the Registrar-General of Shipping and Seamen within seven days of the expiry of each period of twelve months after the date on which it was first made for so long as it remains in force. Contact details for the Registrar-General of Shipping and Seamen are as follows:

> Registrar-General
> Registry of Shipping and Seamen Anchor Court
> Keen Road
> Cardiff
> CF24 5JW

Tel: 029 20448800 Email: seafarer_registry@mcga.gov.uk

14.2 A list of crew should be submitted together with the official log book at 12 monthly intervals or at such shorter periods as are appropriate when seafarers have been employed for a fixed term of less than 12 months or for a specific voyage lasting less than 12 months. Such list must show all seafarers who have joined or left the vessel(s) since the previous list (where applicable) was submitted with their dates of joining or leaving. If more convenient, an updated copy of the existing crew list can be submitted but it must show all the changes in the preceding 12-month period.

15. Production of seafarer employment agreements, lists of crew and lists of young persons

15.1 With the change from crew agreements to seafarer employer agreements, MCA will no longer continue the previous practice whereby it considered and approved non-standard agreements nor will it be producing pre-printed versions of “standard” SEAs. In future it will be for shipowners/employers to produce, or arrange for the production of, SEAs for seafarers employed by them and to ensure that such SEAs comply fully with relevant UK law. SEAs will be inspected for compliance by MCA surveyors at the time the vessel is surveyed for the issue of a Maritime Labour Certificate.

15.2 MCA will also no longer be producing outer covers, lists of crew or lists of young persons and responsibility for producing these will also pass to the shipowner. However, to facilitate production by

shipowners, specimens of these, in A4 format (https://www.gov.uk/government/publications/mlc-2006-model-formats-for-list-of-crew-and-young-persons). These can either be printed as they are or can be used as the basis for producing computerised versions which can be completed on screen. Here again, as with SEAs, the only proviso is that the outer cover, list of crew and list of young persons are to be printed out prior to signing and are to be sent in printed form to RSS.

16. Elimination of workplace harassment and bullying

16.1 The maritime Trade Unions and Shipowners in the UK and globally have developed the ITF/ICS publication "guidance on eliminating shipboard harassment and bullying" (https://www.itfglobal.org/media/1279810/harassment-guide.pdf). This contains advice on how to identify and eliminate harassment and bullying in the maritime sector. Included in these guidelines are a suggested text for leaflets to be provided to all seafarers explaining what constitutes harassment and bullying by individuals and how individuals, who feel they have been bullied or harassed can raise a complaint with the company via named persons on board or ashore.

16.2 Although not required by the Maritime Labour Convention, the Maritime and Coastguard Agency would nevertheless recommend all shipowners, who have not already done so, to obtain copies of this guidance and put in place appropriate procedures to deal with bullying and harassment on their vessels.

17. Dealing with seafarer complaints

17.1 The first step in respect of any dispute regarding the application of a seafarer's employment agreement, or the terms and conditions contained therein, should be the lodging of a complaint on-board the ship for consideration under the on-board complaint procedure required to be established on UK sea-going ships by virtue of regulation 13 of the merchant shipping (maritime labour convention) (survey and certification) regulations 2013. See MSN 1849(M) (https://www.gov.uk/government/publications/msn-1849-on-board-complaints-procedure).

17.2 In the event that the “on-board complaint procedure” fails to resolve a complaint, the seafarer may raise it with an authorised officer in the port where the ship is moored or anchored. Where the ship is in a port in the UK the complaint should be reported to the nearest MCA Marine Office. See MGN 487(M) (https://www.gov.uk/government/publications/mgn-487-m-amendment-1-mlc-on-shore-complaints).

17.3 Should the steps outlined in paragraphs 15.1 - 15.2 fail to resolve the complaint or, for any other reason, action in the courts becomes necessary, it should be noted that whilst UK ships are subject to UK law, powers to determine a matter are not restricted to the UK courts. A seafarer or shipowner may undertake proceedings in a court in another country, although such proceedings should normally take account of relevant UK law.

18. More information

> Seafarer Services
> Maritime and Coastguard Agency
> Bay 2/17
> Spring Place
> 105 Commercial Road
> Southampton
> SO15 1EG

Telephone: +44 (0)203 81 72000

Email: mlc@mcga.gov.uk

Website: www.gov.uk/mca (https://www.gov.uk/mca)

Please note that all addresses and telephone numbers are correct at time of publishing.

Annex 1

(Regulation 10 and Schedule 1)

Information to be included in a seafarer employment agreement

Part 1 - Provisions to be included in all agreements

1. The full name, birthplace and date of birth (or age at the time of entering into the agreement) 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 work.
6. If the agreement has been made for a definite period, the termination date.
7. 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.
8. If the agreement has been made for a particular voyage, the destination port and the period following arrival after which the agreement terminates.
9. The health and social security protection benefits to be provided to the seafarer by the shipowner
10. The maximum period of service on board following which the seafarer is entitled to repatriation (which must not exceed a period of 12 months less the number of days statutory paid leave to which the seafarer is entitled).
11. The seafarer’s entitlement to repatriation (including the mode of transport and destination of repatriation) and the circumstances in which the seafarer is required to meet or reimburse the shipowner for the costs of repatriation.
12. The maximum sum which the shipowner will pay to the seafarer in respect of compensation for any loss of personal property arising from the loss or foundering of the ship.
13. Details of any collective bargaining agreement which is incorporated (in whole or part) into the agreement or is otherwise relevant to it.

Part 2 - Provisions to be included where seafarer is an employee

1. The wages (either the amount or the formula to be used in determining them).
2. The manner in which wages must be paid, including payment dates (the first of which must be no more than one month after the date on which the agreement is entered into, with all subsequent dates being no more than one month apart) and the circumstances (if any) in which wages may or must be paid in a different currency.
3. The hours of work.
4. The paid leave (either the amount or the formula to be used in determining it).
5. Any pension benefits to be provided to the seafarer, including any entitlement to participate in a pension scheme.
6. The grievance and disciplinary procedures.

Part 3 - Provision to be included where seafarer is not an employee

1. The remuneration (either the amount or the formula to be used in determining it)
2. The manner in which the remuneration must be paid, including payment dates (the first of which must be no more than one month after the date on which the agreement is entered into, with all subsequent dates being no more than one month apart) and the circumstances (if any) in which the remuneration may or must be paid in a different currency.

Annex 2

Amendments to existing legislation to be made by the merchant shipping (consequential and minor amendments) regulations 2014

Amendments to the Merchant Shipping Act 1995

1. Section 24 of the Act is amended so that the provisions of Sections 25 and 26 which lay down the requirements for seafarers to have crew agreements and Sections 30 and 31 which relate to the payment of wages, and the supply of accounts of wages, to seafarers employed under crew agreements will not apply to ships to which the MLC Minimum Requirements Regulations apply and to seafarers employed on such ships. These changes do not however apply to fishing vessels and the provisions of the current Merchant Shipping (Crew Agreements, List of Crew and Discharge of Seamen) (Fishing Vessels) Regulations 1972 (SI 1972/919) will accordingly remain in force. Section 32 of the Act which empowers the Secretary of State to introduce legislation in respect of the payment of wages to seafarers employed under a crew agreement is amended to empower the Secretary of State to also introduce legislation in respect of the payment of wages to seafarers employed under SEAs. Reference is also included to the effect that in section 24 “Seafarer Employment Agreement” has the same meaning as in the MLC Minimum Requirements Regulations.
2. Section 271(5)(a) of the Act is amended to provide that the Secretary of State shall make the report of an inquiry into the death of a crew member or other person on a UK ship, available to any person listed as the next of kin in a SEA. A new sub-section (7) is added to section 271 providing that “Seafarer Employment Agreement” has the same meaning as in the MLC Minimum Requirements Regulations.

Amendments to the merchant shipping (crew agreements, lists of crew and discharge of seamen) regulations 1991 (SI 1991/2144)

1. These regulations are amended as follows:

(a) In regulation 2, after the definition of “ship” the following definition of shipowner has been inserted:—

““shipowner” means the owner of a ship or any other organisation or person such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner.”

(b) Part 1 of the Regulations, which sets out the requirements for crew agreements, has been revoked.

(c) Regulations 13, (List of crew contained in crew agreement) 14(1)(a)(iii) (number of certificate evidencing and exemption from the requirement to have a crew agreement), 14(3) (List of crew relating to seamen employed under a crew agreement), 20(2) (delivery of list of crew for indefinite crew agreement), 23 (Notice of Discharge) and 24 (Discharge) are also revoked as they relate to employment under a crew agreement which is no longer relevant..

(d) In regulation 14 (Particulars to be specified in list of crew) in sub-paragraph 14(1)(b), the words “whether or not he is employed under a crew agreement” are deleted as the reference to a crew agreement is no longer relevant and all information required by that sub-paragraph will now be required in all Lists of Crew.

(e) In regulation 16 and 17, relating to the delivery or production of a list of crew to “a superintendent” has been amended to require delivery or production to the Secretary of State”.

(f) Regulation 19 has been deleted and replaced with-

“19. A list of crew shall remain in force until all of the persons employed on the ship whose particulars are contained on the list have been discharged..”

as lists of crew are no longer tied to the expiry date of a crew agreement.

(g) In regulation 20 the following replaces 20(2) which has been deleted—

“(A1) The shipowner shall deliver a list of crew to the Registrar-General of Shipping and Seamen within seven days of the expiry of each period of six months after the date on which it is made, for so long as it remains in force.”

as lists of crew are no longer tied to the expiry date of a crew agreement and could potentially remain in force indefinitely.

(h) In regulation 21, the reference to production to a “superintendent ” has been deleted [NOTE - This does not come from the MLC but is included as it is considered Superintendents are no longer likely to request production of crew lists.]

(i) In regulation 22(2), relating to offences for non-compliance, reference to 20(A1) is substituted in place of “20(2)” which has been deleted.

(j) In regulation 26—

(a) paragraph (1)(a) relating to the offence of failing to comply with the requirements of regulation 24 in respect of the discharge of seamen who are exempt from the requirement to sign a crew agreement, has been deleted as crew agreements no longer exist.

(b) reference to regulation “23(1)” in paragraph (2) relating to prior notification to superintendents and proper officers of discharge of seafarers where a wage submission is outstanding, is deleted, and [NOTE - This does not come directly from the MLC but is included as wage disputes will under the MLC be handled under the seafarer complaints provisions.]

Consequent upon (a) above, the reference to “(1)(a) or” in paragraph (4)(a) has been deleted.

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