Checklist for crew contracts

To comply with the Regulation 2.1 of the MLC, the following checklist must be completed

* To support seafarers’ fair treatment and achieve clear contracts, all members should comply with seafarers’ rights under the MLC regulations as a minimum. See MLC Regulations and Guidelines 2.1 – 4.5.

|  |  |
| --- | --- |
|  | Check |
| Seafarer’s full name, date of birth/age and place of birth |  |
| Shipowner’s name and address |  |
| Place where and date when the agreement was signed |  |
| Position/capacity onboard e.g., 3rd Engineer, Able Seaman, Cook |  |
| Amount of wages (basic hourly rate) and how they are calculated; minimum working hours, rates for overtime |  |
| Amount of paid annual leave |  |
| Conditions on termination of the agreement, including: 1. 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.
2. if the agreement has been made for a definite period, the date fixed for its expiry; and
3. if the agreement has been made for a voyage, the port of destination and the time which must expire after arrival before the seafarer should be discharged;
 |  |
| Expiry date – if the contract is for a fixed term the crew member is entitled to know when you will be discharged |  |
| Port of destination – if the contract is for a specific voyage the crew member should know how long it will be after your arrival before the crew member will be discharged  |  |
| Health and social security benefits provided by the shipowner |  |
| Details of entitlements to repatriation, termination, wages, sick wages, medical treatment and disability and death compensation |  |
| Reference to the CBA or other overriding contracts (if applicable).  |  |
| A copy of the seafarer’s employment agreement, including any applicable collective bargaining agreement, must be available substantively in English on board the ship for review by officers of a competent authority, including port state control officers |  |
| Any other details required by national law |  |
| The seafarer has had time to review the contract before signing |  |
| The seafarer and the shipowner must each have a signed original of the employment agreement  |  |

In addition to seafarers’ rights established in the MLC 2006, Gard suggests considering the following to support well-being of seafarers

* Avoid any disparities in pay that are not related to performance, and ensure equal opportunities onboard for all crew
* Where different contractual provisions apply, the more beneficial terms to the crew should prevail
* Avoid excessively long periods onboard, this is to support seafarers’ mental health, safety and operational performance
* Healthy food and social benefits onboard, private phone rooms, free phone calls, sanitary products for female crew, exercise area and equipment
* Put a crew wellbeing programme in place
* Provision of access to relevant health related mobile app(s) for crew
* Additional covers: contact your responsible underwriter to consider additional crew related covers that Gard can offer