



Model Cayman Islands Seafarer Employment Agreement

1. Parties to the Employment Agreement

This agreement is made between:

.....
[Seafarer's full name]

.....
[Seafarer's Date of Birth or Ageⁱ]

.....
[Seafarer's Place of Birth]

And

.....
[Shipowner's Name]

of
[Shipowner's Address]

2. Capacity in which seafarer is to be employed ⁱⁱ

The capacity in which you are initially employed is.....
[insert details of capacity].

3. Notice of Termination of Employment *(Delete whichever is not applicable)*

Definite Period Agreement

Your employment is for a period commencing on[insert date] and ending on [insert date] unless it is terminated for justified reasons in advance of this point or the ship is at sea at that point time in which event it will continue until its arrival in port at which point it will terminate.

The length of notice which you are obliged to give to terminate your employment is [insert notice period which is to be not less than seven days].

The length of notice which you are entitled to receive from the shipowner to terminate your employment is [insert notice period which is to be not less than seven days].

OR

Indefinite Agreement

The length of notice which you are obliged to give to terminate your employment is [*insert notice period which is to be not less than seven days*].

The length of notice which you are entitled to receive from the shipowner to terminate your employment is [*insert notice period which is to be not less than seven days*].

OR

Voyage Agreement

Your employment is for the length of the voyage of [*ship*] commencing on[*insert date*] from the port of.....[*insert name of port*] until[*insert date*] or the vessel' arrival in the port of[*insert name of port*] at which point it will terminate, unless it is terminated for justified reasons in advance of this point.

NOTE: The period of notice required to be given to the seafarer by the shipowner must not be less than that required to be given to the shipowner by the seafarer and, except in the case of a fixed term or voyage agreement, must be not less than seven days.

4. Place of work

You will be employed on.....*
[ship name]

OR

You will be employed on any vessel owned, managed or chartered by the shipowner*

(*delete whichever is inapplicable)

5. Wages and Account of Wages

Your wagesⁱⁱⁱ on commencement will be.....per [week/month/year*]
[amount / currency]

payable by.....
[method of payment]

at [weekly/monthly*] intervals on theday of each [week/month*].
[number]

[Overtime hours if applicable i.e. hours worked outside of normal working hours (see clause 6 below) will be paid at a rate of..... per hour]
[rate]

(*delete whichever is inapplicable)

You will be provided with a monthly account of all payments due to you 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.

6. Hours of Work and Rest

Your hours of work will be arranged such as to ensure that you receive a minimum of 10 hours available for rest in each 24-hour period and a minimum of 77 hours rest in each seven-day period.

Your hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

Cayman Islands Merchant Shipping Regulations¹, require the Master or a person authorised by the Master to maintain a record of your daily hours of rest. The records should be kept in English and the working language of the ship if that is not English.

The records of your hours of rest are required to be endorsed by the Master or a person authorised by the Master, and by you, and a copy of the record as endorsed will be presented to you.

You may be required, at the absolute discretion of the Master, to work additional hours during an emergency affecting the safety of the ship, its passengers, crew or cargo or the marine environment or to give assistance to other ships or persons in peril. You may also be required to work additional hours for safety drills such as musters, fire-fighting and lifeboat drills. In such circumstances you will be provided subsequently with compensatory rest period(s).

7. Paid annual leave^{iv}

You are entitled to take..... working days (a minimum of 38 days) in each year of employment.
[insert number]

The above minimum amount includes 8 days for public holidays which should be included in the leave period and allocated prorate across the year.

You will be paid your normal basic remuneration during such leave.

If your employment commenced or terminates part way through the year, your entitlement to paid annual leave during that year will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any paid annual leave taken in excess of your entitlement.

There is no provision for the carry over of paid annual leave from one year to the next. All paid annual leave must be taken in the year in which it accrues. There is also no provision for payment to be made in lieu of untaken leave except where paid annual leave has accrued but has not been taken at the date of termination of employment.

¹ Merchant Shipping (Certification, Safe Manning, Hours of Work and Watchkeeping) Regulations, 2004 as amended

8. Termination of Employment

Your employment under this agreement may be terminated in the following circumstances:-

- (a) by mutual consent;
- (b) Your misconduct as prescribed in the Code of Conduct for the Merchant Navy or the shipowner's Code of Conduct;
- (c) Your need to terminate the agreement for compassionate or other urgent reasons, this shall be without penalty to you;
- (d) If in the opinion of the Master your continued employment would be likely to endanger the vessel or any person onboard;
- (e) By appropriate notice in accordance with paragraph 3 above.

Should the vessel be lost, sold or otherwise cease to be a Cayman Islands ship and your employment is terminated before the date indicated in section 3 of this agreement you will be paid the **greater** of either two month's salary or your notice period.

9. Health and Social Security Benefits ^v

If you are on a voyage at the time that you become sick or injured, you will be paid your normal basic remuneration until you have been repatriated in accordance with the repatriation provisions set out below. After you have been repatriated, you will be paid your normal basic remuneration for the first [16 or above] weeks of your recuperation.

You will be provided with any medical care on-board should that 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, you 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, you will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and board and lodging away from home until your recovery or until your sickness or incapacity has been declared of a permanent character, subject to a maximum period of.....[16 or above] weeks. In addition the shipowner will meet the cost of the return or your property left on board to you or your next of kin.

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 your death occurring on board or ashore during a voyage, the shipowner will meet the cost of burial expenses and the return or your property left on board to your next of kin.

10. Repatriation

You will be entitled to repatriation, at the expense of the shipowner, if you are away from your country of residence

- when this agreement is terminated;
- when this agreement expires;
- in the event of illness or injury or other medical condition requiring your repatriation, in the event that the ship is proceeding to a Warlike Operations Area or the event of termination or interruption of employment in accordance with an industrial award or collective agreement;
- in circumstances where you are no longer able to carry out your duties under this agreement or cannot be expected to do so e.g. shipwreck, the sale of your ship or a change in your ship's registration, and

The entitlement to repatriation^{vi} entails transport by(*insert means of transport*)
to.....(*insert place name or country*).

The Cayman Islands Regulations on repatriation² shall be made available to you on board the ship.

NOTE - You may not be entitled to repatriation at the expense of the shipowner in circumstances where you have been dismissed on disciplinary grounds or have breached your obligations under this Agreement. In such circumstances the shipowner will still be liable to repatriate you but is entitled to recover from any wages due to you the cost of doing so.

The maximum period of service following which you will be entitled to repatriation at no cost to you is^{vii}weeks (*insert number of weeks*)

11. Collective Bargaining Agreement(s) (delete if not applicable)^{viii}

The Collective Agreement(s) dated.....between [shipowner] and
[trade union(s)] contain details of additional terms and conditions and forms part of this Seafarers Employment Agreement, as attached.

12. Seafarer's Complaint Procedure

If you have a complaint regarding your employment you should follow the shipowner's "Seafarer's Complaint Procedure". The procedure will be made available to you, if so requested, before you sign

² Merchant Shipping (Repatriation) (Cayman Islands) Regulations, 1989. However, these will most likely be revoked and replaced for MLC.

this agreement. The shipowner's "Seafarer's Complaint Procedure" will also be provided to you when you join your ship.

13. Compensation in respect of loss of personal property as a result of the loss or foundering of the vessel

Where you lose personal property, as a result of the vessel on which you are serving foundering or being lost, the shipowner will pay compensation up to a maximum of (*insert amount*).

14. Disciplinary Rules and Procedure

The disciplinary rules applicable to you are set out in the Code of Conduct for the Merchant Navy, which has been agreed between the UK's Chamber of Shipping, Nautilus UK and the National Union of Rail, Maritime and Transport Workers, or the Shipowner's Code of Conduct.

The Code of Conduct will be made available to you, if so requested, before you sign this agreement.

If you are dissatisfied with any disciplinary decision taken in relation to you, you should refer to the disciplinary procedure set out in the Code of Conduct , which may be obtained from.....[state contact details]

15. Additional Provisions included by Shipowner

Please see the endnotes^{ix}

Declaration:

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.

Signed.....
(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.

Signed.....
(Shipowner or Shipowner’s Representative)

[Place where this Agreement is entered into]^x.....

[Date where this Agreement is entered into]

NOTES:

ⁱ **“insert date of birth or age”** - Normally the date of birth should be inserted in full. Only in exceptional circumstances should the seafarer’s “age” be inserted. This should be the seafarer’s age at the time the SEA was signed and should be inserted **only** where there is no means of establishing the seafarer’s actual date of birth e.g. because the seafarer comes from a country where birth records are not accurate or for various reasons no longer exist and the seafarer himself does not know his actual date of birth.

ⁱⁱ **“Capacity in which seafarer is to be employed”** - This will be the capacity in which the seafarer is to be employed at the time the SEA is signed by the parties to it. Given that an SEA may run for a considerable length of time if the seafarer remains with the same shipowner, it is possible that the capacity in which the seafarer is employed could change over time. The shipowner may wish to consider whether a new SEA will be issued at such time or alternatively include a provision indicating how any changes to capacity will be dealt with e.g. by means of a letter setting out the new capacity and the relevant wage scale.

ⁱⁱⁱ **Wages** - As with “Capacity” (Note ii above) wages payable to the seafarer are likely to change if employed by the same shipowner over a significant period of time. When completing the “Wages” entry in the SEA, the shipowner will therefore need to bear this in mind and include appropriate wording to cover any future wage increases e.g. by providing for the wage to increase as notified to the seafarer in writing.

^{iv} **“Paid Annual Leave”** - The period of paid annual leave must be not less than that specified in the Maritime Labour Convention, 2006 Standard A2.4 with the addition of 8 public holidays per annum to be taken prorata. Where it is more appropriate to do so, the formula to be used for calculating

annual leave, e.g. 3.2 days per month of employment, may be inserted instead of an actual number of days.

^v **Social Security Benefits** - These include payment by the shipowner of any costs incurred in respect of any sickness or injury occurring between the date on which they commenced duty on board a ship and the date on which they are deemed to have been duly repatriated. This also includes payments that shipowners are required to make in respect of the death or long term disability of a seafarer due to an occupational injury, illness or hazard occurring while the seafarer is serving under a seafarer's employment agreement or arising from their employment under such agreement.

^{vi} **"Repatriation"** - The entitlement to repatriation entails transport to the place where you signed your employment agreement, your country of residence, or such other place as mutually agreed with the shipowner when you sign the SEA, or subject to the agreement of the shipowner, another place of the seafarer's choosing.

^{vii} **The maximum period of service** following which a seafarer will be entitled to repatriation is to be not more than 52 weeks minus the period of statutory paid annual leave

^{viii} **Applicable Collective Bargaining Agreement(s)** - Seafarers Employment Agreements may, where applicable, incorporate any applicable collective bargaining agreements. Therefore the terms and conditions contained in a collective bargaining agreement should be appended to, or incorporated by reference into, and thus form part of a Seafarer Employment Agreement. Collective bargaining Agreements may not however be substituted entirely for individual Seafarer Employment Agreements in respect of seafarers employed on UK registered vessels.

^{ix} **"Inclusion of Additional Provisions by Shipowner"** – It is recognised that there will be occasions on which shipowners wish to include provisions additional to those set out in the Maritime Labour Convention. There is no objection to the inclusion of such additional provisions however any such provisions must not conflict with the provisions of Cayman Islands general or merchant shipping legislation or any international instruments which have been extended to the Cayman Islands by the United Kingdom. MACI will not be checking and approving additional provisions, as it currently does for crew agreements, and it will therefore be the responsibility of the shipowner to ensure that there is no conflict. Failure to do so may result in refusal to issue a Maritime Labour Certificate or its cancellation if one has already been issued.

^x **"The Place where Agreement is entered into"** should state the name of village, town or city and country where Agreement is signed by the parties to it