

Non-binding model for an seafarer's employment agreement in accordance with the Maritime Labour Act (MLA)

1. Shipowner <i>hereinafter referred to as "the shipowner"</i>	
▶ insert name	
▶ insert address	
2. Crew member <i>hereinafter referred to as "the crew member"</i>	
Mr/Ms: ▶ insert name	Date of birth: ▶ insert date
	Place of birth: ▶ insert place
	Address: ▶ insert address

In the permissible case that the employment agreement is not concluded directly with the shipowner, but with another employer: see the additional example at the end of this document.

The following employment agreement is concluded between the shipowner and the crew member:

3. Rank / Duty <i>The designation or description of the services to be performed by the crew member and, if provided, the limitation of duty to specific ships or trades</i>	
The crew member shall be employed as ▶ insert rank on	
<input type="checkbox"/> ships flying the German flag	
<input type="checkbox"/> as well on ships flying a foreign flag under the conditions of the "Ausstrahlung"	
<input type="checkbox"/> employed in the following sea trade area: ▶ insert area	
4. Commencement / Ship / Place <i>The date of the commencement of the seafarer's employment agreement, the place and date of the commencement of duties on board under specification of the ship</i>	
The seafarer's employment engagement shall commence on ▶ insert date, at the earliest, however, on the day of departure from the place of residence. The (first) assignment is planned on	
on: MV ▶ insert ship name	
in: ▶ insert name of port	
on: ▶ insert date	
In consideration of reasonable discretion, the shipowner reserves his/her right to employ the crew member also on other ships of the shipowner. The shipowner will inform the crew member about changes of the date and place of commencing duties on board in due time.	
5. Duration of the employment agreement	
The seafarer's employment agreement	
<input type="checkbox"/> is concluded for an indefinite period (unlimited permanent employment)	
<input type="checkbox"/> is of a fixed-term type and shall end on ▶ insert date without requiring a notice of termination	
<input type="checkbox"/> is of a fixed-term type and shall end after a period of ▶ insert duration without requiring a notice of termination.	
If the fixed-term agreement ends while the crew member is on board the ship at sea, the crew members' employment engagement shall continue beyond the expiry of the fixed-term agreement until arrival of the ship in a port where the repatriation of the crew member and his replacement by a substitute reliever is possible in a safe manner and with generally accessible means of transport.	
6. Probationary period	
The probationary period is ▶ insert duration	
7. Wages <i>The composition and the amount of the wages including overtime pay, surcharges, allowances, bonuses and special payments or the formula used for calculating the wages, as well as the due date of the wages and the type of payment</i>	
<input type="checkbox"/> depends on the applicable collective agreement ▶ insert collective agreement	
<input type="checkbox"/> is agreed as follows:	
Amount of wages ▶ insert figure	The wages consist of the following components
Overtime pay ▶ insert figure	
Surcharges ▶ to name, insert figure	
Allowances ▶ to name, insert figure	
Bonuses ▶ to name, insert figure	
Special payments ▶ to name, insert figure	
The payment and the due date of wages shall comply with the statutory provisions of §§ 37 to 41 of the Maritime Labour Act.	

Description of duty on certain ships or trades.

In case of a fixed-term employment agreement, the end date or the intended duration of the employment relationship must be specified.

Note: A fixed-term employment is only subject to the notice periods under Section 66 MLA (ordinary termination) if this is contractually agreed.

To be included if a probationary period is agreed.

If no reference is made to a collective agreement, the amount and composition of the wages must be specified.

Overtime pay, surcharges, allowances, bonuses and special payments must each be stated separately.

If reference is made to a collective agreement, the required information can be replaced by stating the provisions of the applicable collective agreement.

<p>8. Overtime <i>The possibility of arranging overtime hours and its requirements (if agreed)</i> The possibility and the requirements for overtime hours are based on the statutory provisions of Section 47 of the Maritime Labour Act.</p>	Reference to the legal regulations of the MLA or applicable collective agreement possible.
<p>9. Hours of work and rest / Break times / Watchkeeping system <i>The agreed hours of work and hours of rest, break times and agreed watchkeeping system</i> The statutory provisions of §§ 42 to 55 of the Maritime Labour Act shall apply to hours of work and hours of rest and break times. Watchkeeper: When assigned to watchkeeping duties, the crew member is deployed in following system: <input type="checkbox"/> three-watch system or <input type="checkbox"/> two-watch system</p>	Reference to the legal regulations of the MLA or applicable collective agreement possible. (+possibly reference to Offshore Working Time Ordinance for offshore activities).
<p>10. Annual leave <i>The duration of paid annual leave</i> The crew member shall be entitled to paid annual leave under the statutory provisions of §§ 56 to 64 of the Maritime Labour Act.</p>	Reference to the legal regulations of the MLA or applicable collective agreement possible.
<p>11. Termination <i>The procedure to be followed when terminating seafarer's employment agreement, at least the written form requirement and the deadlines for the termination as well as the deadline for filing an action for protection against unfair dismissal</i> The crew members' employment engagement may be terminated within the first three months by giving one weeks' notice. Furthermore, the notice periods of § 66 of the Maritime Labour Act are applicable. Without observing a notice period, the crew members' employment engagement may be terminated 1. mutually for compelling reason according to §§ 67, 68 of the Maritime Labour Act; and 2. by the crew member due to urgent family matters according to § 69 of the Maritime Labour Act. The notice of termination shall be in written form. The deadline for filing an action for protection against unfair dismissal is based on the statutory provisions of §§ 4 and 24 of the Protection against Dismissal Act (Kündigungsschutzgesetz). Section 7 of the Protection Against Dismissal Act also applies if the deadline for filing an action for protection against unfair dismissal is not provided properly.</p>	Reference to the legal regulations of the MLA and Protection against Dismissal Act (Kündigungsschutzgesetz) or applicable collective agreement possible.
<p>12. Repatriation <i>The crew members' entitlement to repatriation</i> The crew member shall be entitled to free repatriation under the statutory provisions of §§ 73 to 78 of the Maritime Labour Act.</p>	Reference to the legal regulations of the MLA or applicable collective agreement possible.
<p>13. Collective bargaining agreement / Company agreement / Shipboard agreement <i>Reference to collective bargaining agreements, company- or shipboard agreements, which are applicable to the crew members' employment engagement</i> <input type="checkbox"/> not agreed <input type="checkbox"/> Applied to seafarer's employment agreement (<i>are the collective provisions of the collective agreement and wage agreement for the German maritime shipping (MTV-See and HTV-See), as amended</i>).</p>	Information required where relevant collective bargaining agreement or other agreements are applied.
<p>14. Medical care / Social security <i>The health and social security protection benefits to be provided to the crew member by the shipowner</i> The benefits of medical care and continued payment in case of sickness depend on the statutory provisions of §§ 99 to 113 of the Maritime Labour Act. The social security benefits shall comply with the Social Security Code (SGB).</p>	Specification required, alternatively reference to the MLA or applicable collective agreement.
<p>15. Education opportunity <i>Right to further educational training provided by the shipowner (if agreed)</i> The crew member is entitled to the following educational training. ▶ insert details</p>	Optional agreement: Information required, alternatively reference to statutory regulations or applicable collective agreement.
<p>16. Conclusion of the seafarer's employment agreement <i>The place and date of conclusion of the seafarer's employment agreement</i> ▶ insert place, the ▶ insert date</p>	
<p>17. Signature of the shipowner or of his representative</p>	
<p>18. Signature of the crew member</p>	

Comments on the model of the seafarer's employment agreement:

1. This model provides a non-binding proposal for a seafarer's employment agreement on ships flying the German flag. The model takes into account the requirements of the international Maritime Labour Convention and the German Maritime Labour Act (MLA).
2. The agreement is structured in such a way that it enables flag state and port state inspectors, in particular, to easily verify compliance with the requirements.
3. The model includes only the core requirements of the Maritime Labour Convention and the Maritime Labour Act. The agreement may be supplemented by other elements of content.
4. To investigate deeper into the topic, we recommend our "Guidelines on the implementation of the Maritime Labour Convention on board of German flagged ships".

Supplement, if the employment agreement is not concluded directly with the shipowner but with another employer:

1. Contracting parties of the seafarer's employment agreement

hereinafter referred to as "the employer"

▶ insert name

▶ insert address

and

hereinafter referred to as "the crew member"

Mr/Ms: ▶ insert name

Date of birth: ▶ insert date

Place of Birth: ▶ insert place

Address: ▶ insert address

2. Shipowner

hereinafter referred to as "the shipowner"

▶ insert name

▶ insert address

The following seafarer's employment agreement is concluded between the contracting parties:

Continue with the shipowner as in the model employment agreement.

Important: *The seafarer's employment agreement must be signed by the employer, the crew member and the shipowner or his authorized representative.*