

Model for an crew member's employment agreement for ships flying the German flag

Crew Member's Employment Agreement

Between

- 1. Name: ABC Reeder**
Address: Schiffsstraße 1, 20000 Hamburg

(hereinafter referred to as "the Shipowner")

and

- 2. Mr/Ms: Max Mustermann**
Date of birth:
Place of birth:
Address:

(hereinafter referred to as "the Crew Member")

The following Crew Member's Employment Agreement is hereby entered into:

- 3. The description of the duties the crew member has to perform, if applicable, any limitations of duties to particular ships or trade areas**

The Crew Member shall be employed as *[insert rank]* on ships flying the German flag *[Option: as well as under "Ausstrahlung" under foreign flag]*

- 4. The date of the commencement of the crew member's employment engagement, the place and date of the commencement of duties on board under specification of the ship**

The crew member'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 the M/V *[insert name of ship]* on *[insert date]* in *[insert name of port]*. In consideration of reasonable discretion, the shipowner reserves his/her right to employ the crew member also on other ships of the ship owner.

The shipowner will inform the crew member in writing about changes of the date and place of commencing duties on board in due time.

- 5. In case of a fixed-term crew member's employment agreement, the intended period of the crew member's employment engagement**

The crew member's employment engagement shall end on *[insert date]* 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 member's 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.

Option:

The crew member's employment engagement may be terminated within the first three months by giving one week's notice. Furthermore, the notice periods of § 66 of the Seearbeitsgesetz (Maritime Labour Act) are applicable.

The crew member's 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

without observing a notice period.

The notice of termination shall be in written form.

6. The composition and the amount of the wages including the surcharges, bonuses, awards and special payments or the formula used for calculating the wages, as well as the due date of the wages

The payment and the due date of wages shall comply with the statutory provisions of §§ 37 to 41 of the Maritime Labour Act.

[The amount and composition of the wages shall be indicated if no reference is made to a collective bargaining agreement]

7. The agreed hours of work and hours of rest

The statutory provisions of §§ 42 to 55 of the Maritime Labour Act shall apply to hours of work and hours of rest.

8. The duration of paid annual leave

The crew member shall be entitled to paid annual leave under the statutory provisions of §§ 56 to 64 of the Maritime Labour Act.

9. In case of an unlimited crew member's employment agreement or if the termination of a fixed-term crew member's employment engagement is agreed: the conditions, notice periods and dates for termination

Possible addendum for existing agreements:

With this crew member's employment agreement, the existing crew member's employment engagement which has existed since [insert date] shall continue with the same rights and obligations. The renewal of the crew member's employment agreement was necessary, as the existing crew member's employment agreement of [insert date] did not meet the minimum requirements of the Maritime Labour Convention. The Contracting Parties agree that no new crew member's employment engagement was established due to the adoption of this new agreement, but the existing crew member's employment engagement shall continue unchanged.

The seafarer's employment agreement is concluded for an indefinite period.

The crew member's employment engagement may be terminated within the first three months by giving one week's notice. Furthermore, the notice periods of § 66 of the Maritime Labour Act are applicable.

The crew member's employment engagement may be terminated

3. mutually for compelling reason according to §§ 67, 68 of the Maritime Labour Act; and
4. by the crew member due to urgent family matters according to § 69 of the Maritime Labour Act

without observing a notice period.

The notice of termination shall be in written form.

10. The crew member's entitlement to repatriation

The crew member shall be entitled to free repatriation under the statutory provisions of §§ 73 to 78 of the Maritime Labour Act.

11. Reference to collective bargaining agreements, company- or shipboard agreements, which are applicable to the crew member's employment engagement,

Option:

The collective provisions of the collective agreement and wage agreement for the German maritime shipping (MTV-See and HTV-See), as amended, shall be applicable to the crew member's employment engagement.

12. The health and social security protection benefits to be provided to the crew member by the shipowner or another employer

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).

13. The place and date of conclusion of the crew member's employment agreement

(Place), (Date)

14. Signature of the shipowner or of his representative

15. Signature of the crew member

[see remarks on the next page]

Comments on the model of the crew member's employment agreement:

1. This model provides a non-binding proposal for a crew member'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.
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".
5. For the permissible case that the crew member's employment agreement is not concluded directly with the shipowner, but with **another employer**, we recommend the following representation of the parties involved:

Crew Member's employment agreement

1. Contracting parties of the crew member's employment agreement

ABC Crewing GmbH
Seestraße 1, 2000 Hamburg
(hereinafter referred to as "the Employer")

and

Mr/Ms: Max Mustermann
Date of birth:
Place of birth:
Address:
(hereinafter referred to as "the Crew Member")

2. Shipowner

ABC Reeder
Schiffsstraße 1, 20000 Hamburg
(hereinafter referred to as "the Shipowner")

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

[continue with the shipowner as in the model employment agreement]