

**Circular 296/ 2024**

**To:** Vessel Owners, MLC shipowners, Managers, Masters, Officers, Deputy Registrars, Surveyors and Other Interested Parties

**Subject:** Paris and Tokyo Joint Concentrated Inspection Campaign 2024 on crew wages and seafarer employment agreements (MLC, 2006)

**Attachments:**

Questionnaire on crew wages and seafarer employment agreements (MLC, 2006) CIC Campaign  
Press release 1<sup>st</sup> August 2024

**Date:** 7th August 2024

**Summary**

**The Member Authorities of the Tokyo and the Paris Memoranda of Understanding (MoU) on Port State Control will launch a joint Concentrated Inspection Campaign (CIC) on crew wages and seafarer employment agreements (MLC, 2006).**

The **main objectives** of this CIC are:

- to create awareness within the shipping industry about the requirements on crew wages and seafarer employment agreements (MLC, 2006); and
- to verify that ships comply with these requirements.

The campaign will examine specific areas related to crew **wages**, seafarer employment agreements (**SEAs**) and **financial securities** (repatriation and shipowners' liability) under MLC, 2006 during regular port State control inspections.

This inspection campaign will be held for three months, commencing from **1 September 2024 and ending 30 November 2024**.

The CIC inspections will be applicable to all ships and conducted in conjunction with the regular Port State Control inspection. A ship will be subject to **only one inspection** under this CIC during the period of the campaign.

## Inspection Details

### Questionnaire

Port State Control Officers (PSCOs) will use a pre-defined questionnaire to assess that crew wages, seafarer employment agreements and financial securities provided comply with the relevant MLC requirements.

### Deficiencies and Detentions

If deficiencies are found, actions by the port State may vary from recording a deficiency and instructing the master to rectify it within a certain period of time to detaining the ship until the serious deficiencies have been rectified. In the case of detention, publication in the monthly detention lists of the Tokyo and Paris MoU websites will take place.

### Inspections Results

The results of the campaign will be analyzed and findings will be presented to the governing bodies of both MoUs for submission to the IMO.

### Cook Islands specific requirements:

Cook Islands requires all fleet, **within the 18<sup>th</sup> of August 2024**, to inform the Flag State if:

- 1) any seafarer **is not paid at no greater than monthly intervals**, as prescribed also in our National Legislation and DMLC Part I
- 2) any seafarer is paid with "**cash to Master**"

In the circumstances above:

- 1) Flag State will issue a **formal deficiency** and MLC Shipowner will be required to plan an immediate corrective action. Copy of the deficiency report should be kept onboard in vessel files and **shared with the PSC officer** before the commencement of the PSC inspection
- 2) Flag State will proceed to send to the MLC Shipowner the **exemption request** to be submitted to the Administration of Cook Islands and approved, as per our requirement available in DMLC Part I.

## Cook Islands DMLC Part I references:

### a) Seafarer employment agreement – Regulation 2.1

Before starting work, a Seafarers' Employment Agreement ("SEA") **must be signed by both the seafarer and the shipowner** or his representative. Where they are not employees, there shall be evidence of contractual or similar arrangements providing them with decent working and living conditions on board ship.

Both the shipowner and the seafarer shall have a **signed original of the SEA**. In addition, the SEA shall also incorporate or indicate any applicable collective bargaining agreement ("CBA"). Proper arrangements shall be made for allowing the seafarer to examine its employment agreement before it is signed and to seek advice on his duties and rights. These arrangements shall be clearly mentioned in the SEA.

Maritime MLC Rule 2023 Title 2.1.1 and 2.1.3 and 2.1.5 and 2.1.6

#### Seafarer Employment Agreement **signature**:

When the seafarer's employer is not the shipowner: employment-related responsibilities may be shared between the shipowner and the seafarer's employer or the recruitment agency, but the **shipowner must appear on the contract**.

Maritime MLC Rule 2023 Title 2.1.4

When the seafarer has been recruited by a recruitment agency, unless the employer or the agency is a representative of the shipowner, the **shipowner must sign the contract**.

Maritime MLC Rule 2023 Title 2.1.5

The Seafarer Employment Agreement shall in any case contain all particulars detailed in MLC Title 2, Regulation 2.1, Standard A2.1 Paragraph 4 (from (a) to (k) included)

Maritime MLC Rule 2023 Title 2.1.7

Seafarers shall be given a **document containing a record of their employment** on board the ship. This document shall not contain any statement as to the quality of the seafarers' work or as to their wages. The **record should be provided to the seafarer** and should be filled only upon request of the seafarer, and in such case should be endorsed by the master (or a representative) and by the seafarer.

Maritime MLC Rule 2023 Title 2.1.13

Shipowner shall ensure that clear information as to the conditions of employment of all seafarers can be easily obtained on board by all seafarers including the master, and that those information including the law, a copy of the SEA and any applicable CBA (with the relevant provisions in English) is also accessible for review by the Cook Islands Administration, authorized Recognized Organizations ("RO"), inspectors and authorized officers in the ports to be visited. **Electronic copies of these documents are accepted**.

Maritime MLC Rule 2023 Title 2.1.6

In cases where the shipowner or the seafarer gives notice of termination, the SEA concluded for an indefinite period shall end after a **minimum notice period of**:

- one week, if the seafarer has had a continuous period of service of less one year with the same shipowner;
- two weeks, if the SEA has a duration between one year and three years with the same shipowner;
- six weeks, if the SEA has a duration exceeding three years with the same shipowner.

Maritime MLC Rule 2023 Title 2.1.11

Minimum notice, repatriation and annual leave calculation should be considered **applicable also to any trial period**, that in any case cannot exceed three months for an indefinite contract and one month for a definite contract. Voyage contract cannot be subject to a trial period.

Maritime MLC Rule 2023 Title 2.1.4

In general:

Notice for termination of the SEA without penalty may not be given for a shorter period than the minimum period fixed in the MLC, 2006 (7 days).

Maritime MLC Rule 2023 Title 2.1.11 (h)

For all types of contracts (limited term, unlimited term, per voyage): certain situations or events may lead to the termination of a contract without notice and without entitlement to a severance payment. In particular:

- Serious misconduct as detailed in the National Law;
- The seafarers' inability for the proposed job noted during the initial medical examination;
- The ship being en route to an armed conflict area (as defined by the SEA or the CBA), to which the seafarer refuses to travel.

Maritime MLC Rule 2023 Title 2.1.13

Circumstances leading to the termination of the SEA with a shorter notice period or immediately, and without penalty are only allowed for compassionate or other urgent reasons.

Maritime MLC Rule 2023 Title 2.1.12

## **b) Payment of wages – Regulation 2.2**

Seafarers must be paid for their work **regularly and in full**, in accordance with their employment agreement and **at no greater than monthly intervals**.

Seafarers are given a monthly account of the payments due and the amounts paid as well as any authorized deductions. Shipowners are required to take measures to provide seafarers with a means to transmit all or part of their earnings to their families or dependents or legal beneficiaries. Any charge for service shall be reasonable in amount and the exchange rate shall be at the prevailing market rate and not unfavorable to the seafarer. Normal hours for calculating the basic pay shall not exceed 48 hours per week and overtime should be not less than one and one-quarter times the basic pay or wages per hour.

Payments should be made by **bank transfer** and should be in any case made available for inspection. **Any exemption from the method of payment through bank transfer should be officially requested and accepted by the Flag Administration after consultation with the tripartite committee.**

Maritime MLC Rule 2023 Title 2.2



Please also refer to the Circular 293/2024 available on our website and at the following link:  
<https://www.maritimecookislands.com/wp-content/uploads/2024/05/MCI-Circular-2932024-Declaration-of-Maritime-Labour-Convention-Part-I-Electronic-Certificate-.pdf>

For further information or clarification please contact the MO&C Department at [mlc@maritimecookislands.com](mailto:mlc@maritimecookislands.com)

1 August 2024

## **JOINT CONCENTRATED INSPECTION CAMPAIGN ON CREW WAGES AND SEAFARER EMPLOYMENT AGREEMENTS (MLC, 2006)**

**The Member Authorities of the Tokyo and the Paris Memoranda of Understanding (MoU) on Port State Control will launch a joint Concentrated Inspection Campaign (CIC) on Crew Wages and Seafarer Employment Agreements (MLC, 2006)**

The purpose of the campaign is:

- to create awareness within the shipping industry about the requirements on crew wages and seafarer employment agreements (MLC, 2006); and
- to verify that ships comply with these requirements.

This inspection campaign will be held for three months, commencing from 1 September 2024 and ending 30 November 2024. The campaign will examine specific areas related to crew wages, seafarer employment agreements (SEAs) and financial securities (repatriation and shipowners' liability) under MLC, 2006 during regular port State control inspections.

A ship will be subject to only one inspection under this CIC during the period of the campaign.

Port State Control Officers will use a pre-defined questionnaire to assess that crew wages, seafarer employment agreements and financial securities provided comply with the relevant MLC requirements.

If non-conformities are found, actions by the port State may vary from recording a deficiency and instructing the master to rectify it within a certain period of time to detaining the ship until the serious deficiencies have been rectified or until the port State has accepted a proposal for a plan of action. In the case of detention, publication in the monthly detention lists of the Tokyo and Paris MoU websites will take place.

The results of the campaign will be analysed and findings will be presented to the governing bodies of both MoUs for possible submission to the International Labour Organization and the International Maritime Organization.

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Notes to editors:

Paris MOU	Tokyo MOU
<p>Regional Port State Control was initiated in 1982 when fourteen European countries agreed to coordinate their port State inspection effort under a voluntary agreement known as the Paris Memorandum of Understanding on Port State Control (Paris MOU). Currently 28 countries are member of the Paris MOU (The membership of the Russian Federation is currently suspended). The European Commission, although not a signatory to the Paris MOU, is also a member of the Committee.</p> <p>The Paris MoU is supported by a central database THETIS hosted and operated by the European Maritime Safety Agency in Lisbon. Inspection results are available for search and daily updating by MoU Members. Inspection results can be consulted on the Paris MoU public website and are published on the Equasis public website.</p> <p>The Secretariat of the MoU is provided by the Netherlands Ministry of Infrastructure and Water Management and located in The Hague.</p>	<p>The Memorandum of Understanding on Port State Control in the Asia-Pacific Region, known as the Tokyo MOU, was signed among eighteen maritime Authorities in the region on 1 December 1993 and came into operation on 1 April 1994. Currently, the Memorandum has 22 full members, namely: Australia, Canada, Chile, China, Fiji, Hong Kong (China), Indonesia, Japan, Republic of Korea, Malaysia, Marshall Islands, Mexico, New Zealand, Panama, Papua New Guinea, Peru, Philippines, Russian Federation, Singapore, Thailand, Vanuatu and Viet Nam.</p> <p>The Secretariat of the Memorandum is located in Tokyo, Japan. The PSC database system, the Asia-Pacific Computerized Information System (APCIS), was established. The APCIS centre is located in Moscow, under the auspices of the Ministry of Transport of the Russian Federation.</p>
<p>Port State Control is a check on visiting foreign ships to verify their compliance with international rules on safety, pollution prevention and seafarers living and working conditions. It is a means of enforcing compliance in cases where the owner and flag State have failed in their responsibility to implement or ensure compliance. The port State can require deficiencies to be corrected, and detain the ship for this purpose if necessary. It is therefore also a port State's defence against visiting substandard shipping.</p>	

<b>CIC ON CREW WAGES AND SEAFARER EMPLOYMENT AGREEMENTS (MLC, 2006)</b>			
<b>Inspection Authority</b>			
<b>Ship's name</b>		<b>IMO number</b>	
<b>Date of inspection</b>		<b>Inspection port</b>	

<b>No.</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Detention</b>
Q1*	Is the seafarer given a SEA signed by both the seafarer and the shipowner or a representative of the shipowner?				
Q2*	Is the seafarer able to access information regarding their employment conditions on board?				
Q3	Are standard form of seafarer employment agreements and parts of any applicable collective bargaining agreements, subject to port State control under Reg. 5.2, available in English?				
Q4*	Does the seafarer employment agreement include all the required elements specified in the MLC, 2006?				
Q5*	Do particulars included in the seafarer employment agreement comply with the MLC, 2006 requirements?				
Q6*	Are wage or salary payments made to the seafarer at no greater than monthly intervals?				
Q7*	Have seafarers been given a status of accounts and wages paid on at least a monthly basis?				
Q8*	Are wage or salary payments in accordance with any applicable CBA or SEA?				
Q9*	If payments made to a seafarer include deductions, are they in accordance with the MLC, 2006?				
Q10a*	Is a certificate or documentary evidence of financial security, issued by the financial security provider, available on board in the event of compensation for death and long-term disability?				
Q10b*	Is a certificate or documentary evidence of financial security, issued by the financial security provider, available on board in the event of the repatriation?				

- Notes:**
- ◆ Questions 1 to 10b answered with a "No" MUST be accompanied by a relevant deficiency on the Report of inspection.
  - ◆ If the box "No" is ticked off for questions marked with an "\*", the ship may be considered for detention.