

Palau International Ship Registry



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MARINE NOTICE 198.2

To: ALL SHIPOWNERS, MANAGERS, MASTERS, and REGISTRATION OFFICERS OF MERCHANT SHIPS AND RECOGNIZED ORGANIZATION.

Subject: SEAFARER'S EMPLOYMENT AGREEMENT

1. Purpose

- 1.1 This Marine Notice provides guidelines to the Palau's terms and conditions for seafarers to work on a ship under the Maritime Labour Convention (MLC 2006), having due regard to seafarers' rights to fair terms of employment, decent working and living conditions, elimination of fatigue amongst seafarers and the safety of life, ship and cargo and protection to the environment.

2. Reference

- 2.1 The Maritime Labour Convention 2006 (MLC 2006) Regulation 2.1

3. Applicability

- 3.1 This Marine Notice is applicable to all vessels registered with the Republic of Palau except for fishing vessels and non-commercial yachts.

4. Definitions

- 4.1 *Wage*: is the payment for normal hours of work and does not include payments for working overtime, bonus, allowances, paid leave or any other additional compensation.
- 4.2 *Hours of rest*: means any time not related to hours of work
- 4.3 *Hours of work*: means any period when the seafarer is engaged in any work on the ship or is required to be done elsewhere because of the ship.
- 4.4 *Overtime*: means the period of work more than the normal of working hours
- 4.5 *Seafarer's Employment Agreement (SEA)*: It is a contract of employment duly signed by both sides the seafarer and the shipowner
- 4.6 *Shipowner*: means the owner of the ship or another organization or person, such as the manager, agent or bareboat charter, who has assumed the responsibility for the operation of the ship from the owner and, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with MLC 2006, regardless of whether any other organization or persons fulfill certain of the duties or responsibilities on behalf of the shipowner.



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- 4.7 *Master*: the person designated by the Company as having overall responsibility for the ship.
- 4.8 *Piracy*. Has the same meaning as in the United Nations Convention on the Law of the Sea, 1982.
- 4.9 *Armed robbery against ships*. means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within the Republic of Palau internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.

5. General Requirements

- 5.1 The shipowner shall ensure that every seafarer employed or engaged in regular working activities onboard his ship shall hold a seafarer employment agreement which should be signed by both the seafarer and the owner or a representative of the owner.
- 5.2 The shipowner and the seafarer concerned shall each hold all the times an original of the seafarer's employment agreement, dully signed.
- 5.3 A seafarer before signing the SEA shall be given the opportunity to examine and seek advice on the contain of the agreement, as well as such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of his (her) rights and responsibilities.
- 5.4 Measures shall be taken to ensure that clear information as to the conditions of his employment can be easily obtained on board by a Seafarer, including the vessel's Master, and that such information, including a copy of the SEA, is also accessible for review by Maritime Labor Inspectors authorized by the Ship Registry Administration and authorized officers in ports that the vessel visits.
- 5.5 Where a Collective Bargaining Agreement (CBA) forms all or part of the SEA, the CBA must be onboard to the ship with relevant provisions in English.
- 5.6 A seafarer and an owner shall provide for minimum notice period for the early termination of a SEA. The duration of these minimum periods shall be determined after consultation with the ship owner's and seafarer's organizations concerned but shall not be shorter than 7 days. However, a Seafarer may terminate the SEA without penalty but with immediate notice on reasonable and important fact.
- 5.7 The SEA continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it.



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- 5.8 The seafarer's employment agreement shall contain at least the following particulars:
- The seafarer's full name, date of birth or age, and birthplace;
 - The owner's name and address;
 - The place where and date when the SEA is entered into force;
 - The capacity in which the Seafarer is to be employed;
 - The amount of the Seafarer's wages or, where applicable, the formula used for calculating them;
 - The amount of paid annual leave or, if based on a formula, shall be calculated on the basis of a minimum 2.5 calendar days per month of employment as per Republic of Palau Maritime Regulations, Chapter 7, Section 7.10;
 - The termination of the agreement and the conditions thereof;
 - The health and social security protection benefit to be provided to the Seafarers by owner;
 - The Seafarer's entitlement to repatriation; and
 - Reference to the collective bargaining agreement, if applicable

****This Marine Notice supersedes
Marine Notice 198.1**

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