

Working on a large yacht

Advice on contracts of employment



As the world of yachting has developed it has become an integral part of the wider maritime industry. It is adopting similar approaches to technical and crew management, and mainstream human resource management processes are becoming increasingly commonplace amongst yacht operators and management companies.

Since its formation in 1857, Nautilus International and its predecessors have provided invaluable advice to its members on every aspect of their employment along with being a global voice for seafarers wherever they are in the world.

It makes no sense to be employed in today's yachting industry without having the membership and support of a trade union and professional organisation like Nautilus International at every stage of your career. Following the introduction of the Maritime Labour Convention (MLC) 2006 — the Seafarers' Bill of Rights — membership is now even more essential.

Of course every situation is different so what follows is a general summary of the advice Nautilus International provides to individual members who are about to sign a Seafarer's Employment Agreement (SEA) across the maritime industry. It is reproduced here for the benefit of large yacht officers and crew but as it is a summary members are advised to contact the Union if they have any questions.

■ All seafarers should have a written statement of their Terms and Conditions of Employment — nobody should start work without knowing what

they are expected to do and what they will get in return. MLC 2006 states that, as a minimum, the following must be stated in a SEA:

- Your full name, date of birth or age, and birthplace;
- Shipowner's name and address;
- Place where and date when the agreement was signed;
- Position on board eg. 3rd Engineer, Able Seaman, Cook;
- Amount of your wages (or the formula used for calculating them);
- Amount of paid annual leave (or the formula used for calculating this);
- The conditions for terminating your SEA, including:
 - i. for indefinite agreements, the required notice period, which shall not be less for the ship owner than for the seafarer;
 - ii. for fixed term SEAs, its expiry date; and
 - iii. for voyage SEAs, the port of destination and the time which has to expire after arrival before the seafarer should be discharged.

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In all cases the flag State should provide for early termination of SEAs (without penalty) for compassionate or other urgent reasons;

- Health and social security benefits provided by the shipowner;
- Details of your entitlement to repatriation, explaining when this right arises and where you will be repatriated to;
- Reference to the CBA, if applicable;
- Any other details required by national law.
- In cases where the ship owner is not your employer (eg. you are supplied through a crewing agency), the ship owner is also liable for any SEA obligations that are not met by the employer, such as wages.
- Seafarers should not sign a SEA that allows for alterations to be made at the sole discretion of the employer. Any changes to the SEA should be by mutual consent.
- Seafarers should not sign a SEA that allows the shipowner to withhold or retain any portion of their wages during the period of the contract.
- Seafarers are entitled to full payment of wages earned at the intervals specified within the SEA — at least monthly.
- Only deductions agreed by the seafarer should be stipulated within the SEA. These could include, but are not limited to, tax, national insurance contributions,

pensions or portions of wages sent home on the seafarer's behalf.

- Seafarers should ensure that they are not responsible for paying for their joining or repatriation expenses in whole or in part.
- Crewing agencies must inform seafarers of their rights and duties under a SEA and give them enough time to examine it before signing it. The seafarer must be given a signed original of the SEA.
- Finally, seafarers should have the opportunity to seek advice on the contents of a SEA before they sign it — especially if they have any doubts at all regarding what they are about to sign. Any contract or agreement that a seafarer enters into voluntarily would, in most jurisdictions, be considered legally binding. Nautilus International can provide expert advice in this area.

For more information about the support Nautilus International can provide to anyone working on a large yacht, and the further benefits available to members, please visit www.nautilusint.org or contact:

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