

SEAFARER EMPLOYMENT AGREEMENT

In accordance with the Provisions of the Guyana Shipping Act (49:01) of 1998

THIS AGREEMENT IS BETWEEN: -

(Seafarer's full name)

.....

(Date of birth)

.....

(Country)

.....

of

(Address)

.....

and

.....

(Company /Shipowner's name)

.....

(Company's Shipowner's full address)

CAPACITY IN WHICH SEAFARER IS TO BE EMPLOYED

The capacity in which you are initially employed is

.....

PLACE OF WORK

You will be employed on

..... (*name of vessel*)

WAGES

Your wages will be (*amount and currency*) per week/month.

MEANS OF PAYMENT OF WAGES

Your wages will be payable by..... (*method of payment*) at weekly/monthly intervals on the day of each week/month (Overtime hours i.e., hours worked outside of normal working hours will be paid at a rate of (*overtime rate*))

PAID ANNUAL LEAVE

You are entitled to take (*insert number*) working days as paid leave in each year of employment.

If your employment commenced or terminates during the calendar year, your entitlement to paid annual leave will be assessed on a pro rata basis. Deductions from final salary due to your termination of employment will be made in respect of any paid annual leave taken in excess of your entitlement.

All paid annual leave must be taken in the year in which it accrues.

NOTICE OF TERMINATION OF EMPLOYMENT

Definite Period Agreement

Your employment is for a period commencing on and ending on unless it is terminated for justified reasons in advance of this point or the ship is at sea at that point of time in which event it will continue until its arrival in port at which point it will terminate.

or

Indefinite Agreement

The length of notice which you are obliged to give to terminate your employment is (*notice period which is to be not less than seven days*).

The length of notice which you are entitled to receive from the shipowner to terminate your employment is (*notice period which is to be not less than seven days*).

or

Voyage Agreement

Your employment is for the length of the voyage of [*ship*] commencing on (*date*) from the port of..... (*name of port*) until (*date*) or the vessel' *arrival in the port of* (*name of port*) at which point it will terminate, unless it is terminated for justified reasons in advance of this point.

HEALTH AND SOCIAL SECURITY BENEFITS

If you become sick or injured whilst on a voyage, you will be paid your normal basic wages until you have been repatriated in accordance with the repatriation provisions set out below

If you require medical care while you are on-board this will be provided at the expense of the Ship-owner, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where practicable and appropriate, you will be given leave to visit a qualified medical doctor or dentists in ports of call for the purpose of obtaining treatment.

In the event of sickness or incapacity, you will be provided with medical care, including medical treatment and the supply of necessary medicines.

In addition, the shipowner will meet the cost of the return of your property left on board to you or your next of kin.

In the event of your death occurring on board or ashore during a voyage, the shipowner will meet the cost of burial expenses, or cremation where appropriate or required by local legislation, and the return of your property left on board to your next of kin.

REPATRIATION

You will be entitled to repatriation, at the expense of the shipowner, if you are away from your country of residence when this agreement is terminated: -

- by the shipowner
- by you in the event of illness or injury or other medical condition requiring your repatriation, the event that the ship is proceeding to a Warlike Operations Area or the event of termination or interruption of employment in accordance with an industrial award or collective agreement.
- in circumstances where you are no longer able to carry out your duties under this agreement or cannot be expected to do so e.g., shipwreck, the sale of your ship or a change in your ship's registration.

The entitlement to repatriation entails transport by (*means of transport*)
to.....(*place name or country*):.

Note: - You may not be entitled to repatriation at the expense of the shipowner in circumstances where you have been dismissed on disciplinary grounds or have breached your obligations under this Agreement. In such circumstances the shipowner will still be liable to repatriate you but is entitled to recover from any wages due to you the cost of doing so

HOURS OF WORK

Your normal hours of work are from (*time*) to (*time*) from (*day of week*) to (*day of week*) inclusive.

Your hours of work will be arranged such as to ensure that you receive a minimum of 10 hours available for rest in each 24-hour period. This minimum period of rest may not be reduced below 10 hours except in an emergency.

You may be required, at the absolute discretion of the Master, to work additional hours during an emergency affecting the safety of the ship, crew or cargo or the marine environment or to give assistance to other ships or persons in peril. You may also be required to work additional hours for safety drills such as musters, fire-fighting and lifeboat drills. In such circumstances you will be provided subsequently with (a) compensatory rest period(s).

HOLIDAYS AND SUNDAYS

You are entitled to every public holiday observed in Guyana, while serving onboard. In instances, where you are required to work on any given public holiday, you will be compensated at the rate of double the hourly rate of pay.

While serving onboard, you will be compensated for all hours worked on Sundays at the rate of double the hourly rate of pay.

COMPLAINTS AND DISCIPLINARY PROCEDURES

(a) Complaints

If you have a complaint regarding your employment, you should follow the shipowner's complaints procedure, a copy of which shall be provided to you when you join the vessel.

(b) Disciplinary Rules and Procedure

The disciplinary rules applicable to you are set out in the

- Guyana Shipping Act (49:01), Part VII: Section 117.

CERTIFICATION BY SHIPOWNER AND SEAFARER

By signing this Agreement the undersigned seafarer, and the undersigned shipowner, each confirm that the seafarer has:-

- 1. been given the opportunity to review and seek advice on their SEA;**
- 2. received an explanation of their rights and responsibilities under the agreement before signing it, and**
- 3. entered into the agreement freely.**

Signature of Seafarer:

.....

Signature of Shipowner or Shipowner's representative :

.....

..... (*position held*)

Place where this Agreement is entered into

.....

Date when this Agreement is entered into

.....

*Signature of Employer or Employer's representative

.....

..... (*position held*)

Place where this Agreement is entered into

Date when this Agreement is entered into