



Antigua and Barbuda

Maritime Administration

ILO Circular
No. 2018 – 003
Rev 1
19 April 2021

SUBJECT: Maritime Labour Convention (2006) Seafarer’s Employment Agreements (SEA)

REFERENCE:

- a) [Maritime Labour Convention \(2006\)](#)– Title No. 2: Conditions of Employment
- b) *Antigua and Barbuda Merchant Shipping Regulations – The Merchant Shipping (Maritime Labour Convention, 2006) Regulations [Statutory Instrument (No. 15; 2012)]*
- c) *Directive 001-2017 – MLC (2006) 2014 Amendments Financial Security Directive 2017*

TO: Ship-owners, operators, masters and officers of Antigua and Barbuda flagged ships, and recognized organizations.

1. PURPOSE

This Circular provides information on the interpretation, expectations, and requirements of the Administration in respect of seafarers’ employment agreements, particularly with regard to electronic signatures, entitlement to repatriation, notice of termination and maximum fixed service periods duration applicable to all employment agreements for all seafarers on Antigua and Barbuda flagged vessels.

2. APPLICATION

This Circular applies to all Antigua and Barbuda flagged ships.

3. BACKGROUND

The [Maritime Labour Convention \(2006\)](#), that has been acceded to by Antigua and Barbuda in 2011 and entered into force on the 20 August 2013, provides the following specifications in respect of signatures and expiration dates on seafarers’ employment agreements in :

- Regulation 2.1
- Standard A 2.1 and
- Standard A 2.4

The Schedule of the Antigua and Barbuda Statutory Instrument No. 15 (2012) reiterates these requirements as mandatory.

The duration of the minimum notice periods to be given by seafarers and shipowners on ships for early termination of a seafarers’ employment agreement shall be seven days.

Directive 001-2017 specifies the maximum service period aboard, after which seafarers are entitled to repatriation.

The maximum duration of service periods onboard following which a seafarer is entitled to repatriation shall be specified in the employment agreement, *but in every case shall not exceed 9 months.*

4. OBLIGATIONS AND GUIDANCE/RESPONSIBILITIES

1. ADOMS does not have a particular/proprietary format for seafarers' employment agreements (SEA) or collective bargaining agreements (CBA) applicable to seafarers on its registered vessels. Owners and Managers are therefore free in their choice to either enter into collective bargaining agreements with seafarers' labour representatives and organisations (e.g., the International Transport Workers Federation ITF), or to employ any seafarers subject to individual conditions, as permissible by the compulsory applicable standards of the Maritime Labour Convention and Antigua and Barbuda Legislation.
2. Based on the before listed regulations and in respect of any Antigua and Barbuda registered vessel, ADOMS consequently expects the following practice from all respective owners, and any of their lawful representatives:

1. Signatures on Seafarers Employment Agreements:

1. Every Employment Agreement must be signed by all contracting parties
2. All contracting parties shall have a fully signed authentic copy for their perusal, which therefore is deemed to be original, and all parties must constantly be in possession thereof.
3. The relationship between the parties involved must provide for the definite legal link between the Seafarer and the Shipowner(s), based upon evidence for any involved lawful authorization (e.g., representation, acting as agents, sub-contractors etc.
4. The use of electronic and digital signatures and electronic documents is deemed to meet the authenticity requirements and therefore permitted, under the following conditions:
 1. Electronic signatures are defined as the electronic copies of real, authentic signatures.
 2. Electronic documents are defined as electronic copies of real, authentic documents.
 3. Digital signatures are defined as unique marking referring to an authorised person or organisation automatically and individually identifiable by a real-time verification process.
5. **Security:** There are appropriate security measures for electronic signatures in place (e.g. as defined in ISO 7498-2).
6. **Procedure:** The procedure for applying electronic signatures shall be outlined in the company management system(s).
7. **Authenticity:** Each electronic signature shall be unique to one individual and shall not be reused by, or reassigned to, anyone else.

8. **Traceability:** Any alteration of electronic documents and any application of any electronic or digital signature shall be traceable in terms of its extent and origination.
9. **Reference:** Reference shall be made that the document has been electronically or digitally signed by (or for/on behalf of) the Shipowner(s) and or Seafarer(s) etc.

2. Expiry and Termination of Seafarers' Employment Agreements

1. Every Employment Agreement must have a fixed, specified expiry date, unless concluded for a specific voyage or indefinitely. The maximum fixed service period shall be of such length, that any earned paid leave can (and must) be taken before one year after the enlistment aboard and in no case shall exceed 11 months consecutively.
2. To maintain operational flexibility for relief and repatriation, a separate clause specifying up to 30 days deviation from the fixed expiry to either side may be included, mentioning earlier or later termination with corresponding pro-rata compensation. The application of the clause shall be specified explicitly as subject to the seafarer's consent, as soon as entitled to repatriation.
3. The seafarer's entitlement to free repatriation must be specified in the specific employment agreement. If the fixed service period therein exceeds 9 consecutive months, then this entitlement must be stipulated explicitly and separately from the service period, referring to the respective period of notice for early termination. The date when such notice may be given at earliest convenience shall be calculated in advance and explicitly stated.
3. Clients and stakeholders are herewith kindly reminded, that no individual Seafarer's Employment Agreement is to preclude, deny or restrict any condition of employment that forms part of an applicable CBA and that no seafarer shall be employed aboard a vessel outside a CBA if such is applicable to that vessel.
4. Due consideration should also be given to all applicable MLC (2006) guidelines and CBA, e.g., in terms of non-discrimination, equal remuneration and equal mustering for equal work, mustering in adequate capacity for actually performed tasks, leave entitlement, overtime compensation, working hours etc.
5. Attention is drawn to the fact, that numerous Port State Control Regimes have recently targeted not only material, but also formal compliance by vessels, management, and shipowners to MLC (2006) regulations, particularly regarding SEA and conditions of employment, including also applicable guidelines.
6. All valued ADOMS' clients and stakeholders are therefore encouraged to adhere also to non-mandatory standards, e.g., guidelines, of the MLC (2006) as closely as possible, for the benefit of their own and all crew aboard their vessels.

Issued by

Antigua and Barbuda
Department of Marine Services and Merchant Shipping
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