

## PSC Related Circular

No.PSC **38/2024**

Dated: 13.08.2024

Subject:

**Port State Control**

**The CIC 2024- Paris MoU and Tokyo MoU  
CIC on Crew Wages and SEAs under MLC**

Following our recent circular with No PSC 35/2024 dated 23/07/2024 related to subject case, on 1 August 2024, the Tokyo and Paris MoUs **published** the **questionnaire** for this year's **CIC**.

The CIC will be included in the routine PSC inspections in the period from **1 September until 30 November 2024**.

The **questionnaire** contains 10 questions (see attachment in pdf version). Every question, **except question 3**, can be considered as ground for detention.

The CIC **focuses** on **compliance** of owners' **responsibility** to ensure **basic rights of seafarers** on board the ship **under the Maritime Labour Convention (MLC)**. In accordance with the MLC requirements, it is imperative that crew members are consistently provided accurate information and contracts.

Should there be any **uncertainties**, the attending **PSC Officer is authorized to broaden the scope of inspection** to include **additional crew-related issues** under the MLC, including the documentation of rest and work hours.

Given the direct correlation between the MLC requirements and the company's safety management system (SMS), any deficiencies related to this CIC may also lead to an ISM-related deficiency as a supplementary ground for detention.

You may find here below guidance for the MLC requirements related to each specific question included in the questionnaire.

### **Q1: Is the seafarer given a SEA signed by both the seafarer and the shipowner or a representative of the shipowner?**

**Guidance:** The shipowner's company or manning agency, upon completing a mutually accepted employment agreement with the seafarer, must issue original SEA copies signed by both parties for the agreement to be valid. Both the Master and the seafarer must possess a valid copy each and should be prepared to provide it to inspectors upon request. Embarkation of a seafarer should not be allowed if the SEA documentation is invalid (unsigned) or not presented. Frequent checks are recommended to avoid expired agreements.

**Q2: Is the seafarer able to access information regarding their employment conditions on board?**

To ensure seafarers have access to information regarding their employment conditions, they must be provided with relevant documentation (hard copies or electronic records) upon signing their SEA. The Master should also maintain an electronic folder with this documentation, beginning with the MLC 2006. The managing company should inform the personnel on board of any updates to the employment conditions. Free internet on board enhances the seafarers' ability to directly access relevant legislation and provisions.

**Q3: Are standard form of seafarers' employment agreements and parts of any applicable collective bargaining agreements subject to port State control under Reg.5.2, available in English?**

Employers preparing the SEA should write its standard form and any portions of a collective bargaining agreement contained within the standard form in English. They must then provide this to the Master and the seafarer before the latter commences their duty on board. This version must be maintained in the ship's records, and it must be clear to all involved parties that the initial embarkation of the seafarer is prohibited if an English version of the documentation is not available.

**Q4: Does the seafarers' employment agreement include all the required elements specified in the MLC, 2006?**

Employers preparing the SEA should ensure that the required elements [(a) to (e)] of Standard A2.1(1)/MLC 2006 have been satisfied and recorded. Seafarers should also ensure that they possess an original copy of their SEA. Their embarkation should not be allowed if the documentation is not presented to the Master in time.

**Q5: Do particulars included in the seafarers' employment agreement comply with MLC, 2006 requirements?**

Employers preparing the SEA should ensure that the particulars [(a) to (k)] incorporated into Standard A2.1(4)/MLC 2006 are satisfied and recorded. Seafarers should also check for the inclusion of these particulars in their SEA before signing it. If any of the required elements are missing, their embarkation should not be allowed.

**Q6: Are wage or salary payments made to the seafarer at no greater than monthly intervals?**

According to the provisions in Standard A2.2(1)/MLC 2006, employers or the managing company should deposit wages to seafarers on a monthly basis, or at intervals mutually agreed upon in bargaining agreements. Seafarers should check the transactions in their accounts. In case of any deviations from those agreed in the SEA [based on Standard A2.2(1)/MLC 2006], they must proceed in accordance with the provisions of Guideline B2.2.2(4)(L)/MLC 2006 and submit relevant claims, especially when deposits are made beyond monthly intervals.

**Q7: Have seafarers been given a status of accounts and wages paid on at least a monthly basis?**

Employers or the managing company are encouraged to officially notify seafarers (e.g., an email to the ship's address with bank receipts, cheques, postal cheques, or money orders attached, and/or corresponding hard copies provided by the agents at the port of call) about their monthly wage payments. Seafarers should then check their accounts. In case of any discrepancies from those agreed upon in the SEA [Standard A2.2(1)/MLC 2006], they must proceed to submit claims, especially when deposits are made beyond monthly intervals.

**Q8: Are wage or salary payments in accordance with any applicable CBA or SEA?**

Employers or the managing company must send seafarers bank receipts, cheques, postal cheques, or money orders for their wages (via email or through the agent at the port of call) at appropriate intervals and translated into a language the seafarer understands, to certify that payment procedures follow the provisions provided in the CBA or SEA (agreed amount of money, time intervals between payments, type of financial transaction requested as per Guideline B2.2.2 (4)(f)/MLC 2006, etc.)

**Q9: If payments made to a seafarer include deductions, are they in accordance to the MLC, 2006?**

In the case of potential deductions from seafarers' payments that are included in national laws/regulations or an applicable collective agreement and do not exceed predefined limits [Guideline B2.2.2(h)(ii)], employers or the managing company must officially justify these deductions and inform the seafarers accordingly. The justification should be recorded in the ship's records and be easily accessible to all involved parties and Port State Control Officers (PSCOs).

**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?**

The shipowners or managing company must provide all involved parties (the master and entities responsible for handling seafarers' contractual claims) with written evidence of financial security regarding compensation for a crew member's death or long-term disability. The information described in Appendix A4-I/MLC 2006 must be included in this evidence. A copy of the evidence must be maintained in the ship's records in English (as well as in a language that the seafarer understands) in a conspicuous place where it is readily available to the seafarers [Standard A2.5.2 (6)/MLC 2006].

**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?**

The shipowners or managing company, in alignment with the Declaration of Maritime Labour Compliance Part II, must provide all involved parties (the master and entities responsible for handling seafarers' contractual claims) with written evidence of financial security regarding the repatriation of a crew member. The information described in Appendix A2-I/MLC 2006 must be included in this evidence, and a copy must be maintained in the ship's records in English in a conspicuous place for inspectors to access.

**CIC ON CREW WAGES AND SEAFARER EMPLOYMENT AGREEMENTS (MLC, 2006)**

<b>Inspection Authority</b>			
<b>Ship's name</b>		<b>IMO number</b>	
<b>Date of inspection</b>		<b>Inspection port</b>	

No.	Question	Yes	No	N/A	Detention
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.