



Department
for Transport

The Seafarers' Charter: Q&A

July 2023

Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR



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Seafarers' Charter: Q&A

1. General

The role of local worker representatives and employer representatives (social partners).

Q – What is a social partner and why are they important?

A – The global nature of the shipping industry, and the nuances that differ it from land-based employment, requires that special consideration be given to the employment protections provided to seafarers.

Social partners are the recognised representatives of the employer and the employee. Social dialogue is the cooperative relationship between those parties, and this is a fundamental foundation of the objectives of the International Labour Organisation. For the purposes of this charter the references made are to those recognised as representing the **domestic** level.

As stated in paragraph 3 of the charter, nothing within the Seafarers' Charter alters the minimum entitlements as provided under the Maritime Labour Convention 2006 (MLC) as ratified by the UK Government. Effective social dialogue is part of the fundamental principles that underpin the MLC.^{1 2}

The Seafarers' Charter recognises that effective social dialogue has a key role to play in supporting seafarers; and where this has occurred it is recognised as an important mechanism that supports good quality seafarer employment and welfare.

Scope

Q – What about fishers?

A – The majority of fishers in the UK will be working on UK registered vessels and will be covered by the requirements of the Work in Fishing Convention³ and elements of UK employment law.

Q – Do applicants that operate vessels on routes that don't come to the UK also need to comply with the Seafarers' Charter on these routes?

¹ [Freedom of Association and Protection of the Right to Organise Convention, 1948 \(No. 87\)](#)

² [the Right to Organise and Collective Bargaining Convention, 1949 \(No. 98\)](#)

³ [Convention C188 - Work in Fishing Convention, 2007 \(No. 188\) \(ilo.org\)](#)

A – The Seafarers' Charter requirements would only be assessed on routes that include UK stops.

Compliance

Q – What will be the status of applicants in the period between submission of evidence and a decision being made on Verified Seafarers' Charter status?

A – Where applicants have applied for Verified Seafarers' Charter status and have demonstrated a commitment to meeting the standards in the Seafarers' Charter, but have not yet been verified as compliant, they are classed as: *“Progressing toward Verified Seafarers' Charter status”*. Applicants will become verified at the point the evidence they provide is deemed to be compliant by the Department for Transport.

Operators that do not achieve Verified Seafarers' Charter status within 12 months of their initial application lose their status of *“progressing toward Verified Seafarers' Charter status”*.

The status of operators that do not achieve Verified Seafarers' Charter status within 12 months of their initial application will be subject to review. The review will consider whether sufficient progress has been made by the operator. If the operator can demonstrate sufficient progress, then a time limited extension may be granted to their *“progressing toward Verified Seafarers' Charter status”*. If insufficient progress has been made by the operator, they will lose their *“progressing toward Verified Seafarers' Charter status”*.

Q – How can an operator demonstrate compliance with, or a commitment to meeting, the standards in the Seafarers Charter?

A – By providing robust evidence to the Department for Transport, this will include a providing a risk assessment regarding roster patterns operated to the Department. All evidence provided will only be for the purposes of allowing the Department and, where used, external experts, to determine whether the applicant has met the standards in the Seafarers' Charter. The evidence will not be shared with any other persons unless prior written agreement has been given by the provider of the evidence.

Where an applicant is aware that they are not yet fully compliant with all the standards, they could demonstrate commitment by submitting plans as to how they intend to progress to meet the relevant standards.

Q – How can an operator demonstrate evidence of continuous progress in seafarer welfare?

A – Operators could include in their application their plans to monitor and support the welfare of their seafarers over the next 12 months.

Q – Who are the external experts that the Department for Transport may draw on to assess applications and how will information be managed?

A – For transparency, the names of any organisations outside the Department for Transport involved in the assessment of applications will be disclosed in responses to the relevant applicants. All those involved in assessing applications will sign a commercial non-disclosure agreement.

Verification

Q – Are applications for Verified Seafarers' Charter status made public?

A – The Department for Transport will maintain a public register of operators that hold Verified Seafarers' Charter status, and operators that are “*progressing toward Verified Seafarers' Charter status*”. The Department for Transport will not comment on live applications, or applications for renewal. Operators may publicise their status as they see fit.

2. Overtime Pay

Q – Can seafarers be compensated for overtime hours through additional rest in lieu of pay?

A – It is the expectation that seafarers will be compensated through monetary payment rather than time off in lieu. Compensatory rest should be provided if rest hours are interrupted due to an emergency call. The Seafarers' Charter does not supersede existing international law and conventions.

3. Contracts of Employment

Voyage contracts

Q – Why are voyage contracts not permitted?

A – Seafarers working on voyage contracts are less likely to be open with regards to mental health challenges, or other issues, as they feel this may jeopardise their future employment. Voyage contracts therefore lessen the chances of safety issues being raised and have a negative impact⁴ on seafarer employment, welfare, and wellbeing.

Whilst in some exceptional cases voyage contracts may be appropriate (see below), for the majority of seafarers working on large vessels operating regular scheduled routes, voyage contracts are inappropriate.

Q – In what exceptional circumstances might use of a voyage contract be considered compatible with the Seafarers' Charter?

⁴ [Suicide and seafarers \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

A – An example might include where it has been necessary to provide replacement at short notice for a specialised role and the cover required is only temporary.

Q – When would use of voyage contracts be deemed incompatible with the Seafarer's Charter?

A – Where the role and vacancy could reasonably be expected to be undertaken by a person on a longer-term contract.

Rest

Q – In the rare circumstances where voyage or short-term contracts are required, what reasonable steps must be taken to ensure adequate rest between engagements on different vessels?

A – When employing a seafarer on a voyage basis, or for less than three months, operators must request and receive confirmation from the seafarer in question that; at the start of each shift they (the seafarer) will arrive suitably rested as per the Maritime Labour Convention requirements pertaining to rest. A Seafarers' Discharge Book, or equivalent, may also provide suitable evidence.

Where seafarers are recruited through crewing agents, operators should request confirmation from the crewing agent that the seafarer has had an adequate period of rest since their last engagement.

Deductions

Q – Can deductions be made for accommodation? On what grounds can deductions be made?

A – The Seafarers' Charter does not permit deductions for accommodation; this is in line with the intent of the MLC. Nothing within the Seafarers' Charter alters minimum entitlements as provided under the MLC 2006 and reinforced at the September 2010 ILO Tripartite Committee⁵.

This is consistent with the rules applicable to UK flagged vessels under the Merchant Shipping (Seamen's Wages and Accounts) Regulations 1972 as amended.

4. Social Welfare Standards

Fit with other regulations and standards

Q – How does the Seafarers Charter fit with existing provisions?

⁵ [Preparatory Tripartite MLC, 2006 Committee, Final report Geneva, 20–22 September 2010](#) (Paragraphs 99-101)

A – Nothing within the Seafarers' Charter alters the legal obligations of employers (such as National Insurance requirements where applicable), or minimum entitlements as provided under the Maritime Labour Convention 2006.

Opting out

Q – Under what conditions can the opt out be made?

A – The Seafarers' Charter requires the provisions stated in the Charter be made available to seafarers. Seafarers should be made aware, by operators, of the provisions they have access to.

Where there are no applicable domestic or international requirements, it is at the seafarer's discretion whether they wish to take up old age benefit. Where these provisions are required by the labour supply state, or flag state of the vessel in question, these will be a mandatory requirement.

Q – Is there a charge or deduction for seafarers' that choose not to take up these provisions?

A – Employers must ensure that seafarers' have access to all welfare provisions stated (see below regarding old age benefit) and these must be provided without deduction to a Seafarer's wages. There are no additional charges for seafarers that don't make use of these provisions.

Old age benefit/pensions

Q – What old age benefit must seafarers have access to under the Seafarers' Charter?

A – Where a seafarer is covered by a UK or European Economic Area (EEA) social security scheme, then the employer should pay any necessary contributions unless the scheme requires contributions from the seafarer in which case contributions should be paid as per the scheme's legislation.

Where a seafarer is not eligible for such provision through a state-based scheme, the employer should make suitable provision through private insurance or otherwise.

Q – What are the requirements for pension schemes under the Seafarers' Charter?

A – Any pensions scheme must be overseen by a recognised regulator. E.g., The Financial Conduct Authority, or the Pensions Regulator.

Maternity, paternity, and adoption

Q – Who is this intended to cover?

A – Seafarers directly involved in looking after the child, and who are either;

- the father,
- the husband or partner of the mother (or adopter) - this includes same-sex partners,
- the child's adopter, or,
- the intended parent (if you're having a baby through a surrogacy arrangement).

Q – What if a seafarer is covered by existing legislation or state-based provision?

A – As noted above, nothing within the Seafarers' Charter alters the legal obligations of employers, or minimum entitlements as provided under the Maritime Labour Convention 2006.

Q – What if a seafarer is not covered by existing legislation or state-based provision?

A – Employers should make suitable and comparable provision available.

Provisions should reflect the Health and Safety considerations associated with pregnancy. For example, in the UK mothers must take 2 weeks' compulsory maternity leave after the birth, or 4 weeks for mothers working in the more physically strenuous environment of a factory.

Provisions should reflect the Health and Safety considerations associated with returning to the workplace. Consideration should be given to the circumstances surrounding each pregnant seafarer and the intensity of their usual work, as well as any emergency responsibilities. This consideration should be backed up through appropriate risk assessment and incorporate both the period of pregnancy and a return to the workplace upon conclusion of the pregnancy period.

5. Tours of Duty

Note: As evidence becomes available through independent research, including the research DfT has commissioned, we expect to be able to provide further guidance on Tours of Duty and, factors for consideration in risk assessments.

Q – How should the various factors be assessed?

A – There are clear links between route intensity, fatigue, mental health, safety, welfare, and operational manning⁶. The Department for Transport are

⁶ [Suicide and seafarers \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

commissioning further independent research to enhance understanding in this area and provide insights that will support good practice in the planning and implementation of roster patterns.

Operators should provide risk assessments that detail how the key factors noted above are considered in their development of roster patterns, and an evidence-based rationale as to why they believe their resulting roster patterns are appropriate.

Applicants may wish to draw on their safe manning documents as a source of evidence.

Applicants may also wish to use the MCA Wellbeing at Sea Tool (<https://www.wellbeingseatool.com/>) to inform the development and assessment of their roster patterns. The tool provides results for the following six factors:

- General wellbeing
- Bullying, harassment & discrimination
- Diversity & inclusion
- Physical health
- Tiredness & fatigue
- Organisational support

Q – Why is route intensity considered an important factor to include in risk assessments?

A – Route intensity is intended to aid operators in highlighting challenges and specific considerations that may vary across routes. Factors such as frequency of sailings, navigational challenges, density of traffic on a route, and likelihood of severe weather.

On the short straits, for instance, we are aware that several of these factors can be very prominent and would expect the relevant risk assessments to reflect this.

Q – Are operators required to adhere to a specific roster pattern?

A – Good quality seafarer employment and welfare are the priorities of the Seafarers' Charter. First and foremost, roster patterns must reflect this. 2 weeks on 2 weeks off is recognised as a baseline pattern on high intensity routes. A core feature of good practice is the balance across roster patterns; the quality and quantity of rest relative to working time. All operators must clearly demonstrate and evidence that these factors have been given due consideration.

Q – How does the Seafarers' Charter accommodate the different requirements that roles and individuals may have?

A – It is understood that the demands placed on individuals may vary based on a range of elements beyond those listed in the Seafarers' Charter document, including factors such as the nature of the work, and safety related considerations such whether a role is present on a muster list.

The provisions of the Seafarers' Charter apply to all those working aboard vessels, at all grades, ranks and roles. Good quality employment and seafarer welfare are the priorities of the Seafarers' Charter. Applicants risk assessments and working practices must reflect this.

6. Alignment with the French Charter

Overtime pay

Q - The Seafarers' Charter states that seafarers' basic hours should not exceed 48 hours per week. The French Charter states that basic hours should not exceed 35 hours per week. How are these requirements compatible?

A – The French Charter states that the law applicable to a seafarer's contract must be the law of one of the countries' whose ports are served. As a working week of 48 hours is compliant with UK law this would be compatible with both the UK and French Seafarers' Charters.

The basic weekly hours under the Seafarers' Charter of 48 hours, is in line with the relevant International Labour Organisation standards⁷, specifically the Hours of Work (Industry) Convention, 1919⁸.

Social security benefits

Q – Under the Seafarers' Charter a seafarer may opt out of pensions provision if s/he chooses to do so. Under the French Charter this is not permitted. How can an operator be compliant with both the French Charter and the Seafarer's Charter?

A – The French Charter states that the law applicable to a seafarer's contract must be the law of one of the countries' whose ports are served. Where an operator holds Verified Seafarers' Charter status, they will not lose their French Charter status for allowing Seafarers to opt out some of the social security provisions stated in the Seafarers' Charter, providing this action is compliant

⁷ [International Labour Organisation - Q&As on business and working time](#)

⁸ https://www.ilo.org/dyn/normlex/en/f?p=1000:12100:0::NO::P12100_INSTRUMENT_ID,P12100_LANG_CODE:312146,en:NO

with other applicable laws, such as relevant contract law and the laws of a vessel's flag state.