



TECHNICAL CIRCULAR No. 235 of 05<sup>th</sup> December 2014

To:	All Surveyors/Auditors
Applicable to flag:	All Flags
Subject:	MLC Medical Certification (Panama)
Reference:	MLC Panama

## **MLC Medical Certification**

### **1. Medical Certification**

Medical Certifications of Seafarers issued by the Republic of Panama must be provided by qualified medical personnel recognized by the Panama Maritime Authority (PMA) in the STCW format. The Medical Certification format authorized by the PMA can only be used by the medical personnel qualified in the Republic of Panama. [MMC 261/(1) & (3)]

Medical Certifications issued outside of Panama must be provided by qualified medical personnel recognized by their respective Administrations in the format authorized by those Administrations. [MMC 261/(2) & (4)]

Medical Certification issued by medical practitioners included in the lists of recognized medical personnel made available to third States, companies and interested seafarers, by each Administration as per item 4 of Section A-I/9 of the STCW 78 Convention, as amended, is acceptable to the Flag Administration. [MMC 261/(5)]

The Administration recognizes that some Companies conduct medical examinations for Company and specific industry employment purposes and such medical examinations may exceed the requirements of STCW or the Convention. Such medical examinations may be accepted as far as they comply with the following: [MMC 261/(10)]

The medical personnel must be approved by the Panama Maritime Authority or an Administration of a ratifying country of the STCW or the Convention to conduct the medical examinations. The document by which the medical personnel are authorized should have reference to the authorizing Administration or country.

The medical certificate must be in English and include the minimum requirements of STCW '78, as amended.

#### **Customer Service Center**

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## 2. Recruitment and Placement Services

The Administration has stipulated that Recruitment and Placement Service (RPS) providers operating in countries that have not ratified the convention are to be audited by a third party selected by the shipowner. Copies of related certificates and/or reports related thereto are to be maintained in the company (shoreside) records. [MMC-283/(3.1 & 3.2) & Admin email dated 10 Mar 2014]

## 3. Seafarers Employment Agreement

Shipowners may consider the working relationship as terminated in advance and indefinitely, by notifying in writing to the seafarer with a minimum of fifteen (15) days in advance, paying the salary for the rendered service, proportional vacations, repatriation and indemnification stated by national law. The prior-notice period starts from the first day following the notification of the anticipated termination of the working relationship and whenever the shipowner notifies fifteen days in advance, the sum corresponding to the prior-notice shall be paid.

The last voyage as well as its port of arrival shall be taken into account when meeting and enforcing the prior notice period given to seafarers.

Seafarers may consider the working relationship as terminated in advance and indefinitely, by notifying in writing to the shipowner with fifteen (15) days in advance. The notice must be given such that the 15-day notice period is met upon arrival into the port.

The maximum duration of a "definite period" seafarers employment agreement shall initially be no more than one (1) year. However, this agreement may be extended for an additional six (6) months where the SEA is in writing, signed by the seafarer and the shipowner and attached to the main contract. The seafarer's right to repatriation shall then become the time in which the extension period of the contract ends. [MMC-262/(12)].

## 4. Payment of Wages

Salary and type of currency must be stated on the employment agreement and it shall only be set by unit of time, at periods no greater than one (1) month. [MMC-262/(3)]

Overtime hours shall be paid with an extra fee of twenty five percent (25%) of the basic salary per hour. This charge applies also to the overtime hours of the consolidated wage and those exceeding the corresponding to the consolidated wage. [MMC-262/(5)].

## 5. Repatriation

Seafarers have the right to be repatriated to the following places: [MMC-262/(11)]

- The place where the seafarer agreed to join the ship
- The place at which the seafarer was hired;
- The place stated in the collective convention;
- The country of residence of the seafarer or;
- Any other place agreed between the parties at the time of the hiring.

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REFERENCES:

- MLC - Panama

ATTACHMENTS: No.

Kindest Regards,

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