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LEGAL OPINION

Seafarers Collective Agreement

Collective agreements related to seafarers cannot be impliedly prolonged. They can apply also to third parties, even if such parties (unions of seafarers) have not signed the collective agreement. For this to happen, a ministerial decree needs to be issued and published in the Government Gazette, entering into force towards third parties as from its ratification, regardless of whether it defines a different time of application.

The seaman's book operates as a public document for the master's inscriptions, only when the latter acts as a civil servant. In case master acts as shipowner's representative, he is not considered to act as civil servant.

Piraeus one-membered Court of Appeal Judgment no 665/2020, Judge: M. Papadogrigorakou, Attorneys at law: St. Lyras, Ph. Kampouris, Maritime Law Review vol. 48, p. 199.

NOTE: In the case under consideration, the master inserted in the seafarer's seaman book that the seafarer terminated his service onboard following mutual agreement. Such inscription did not take place before the port authorities, accordingly it was considered as a statement of the master, which could be rebutted through opposite evidence; this indeed occurred, and the seafarer was entitled to dismissal remuneration.

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