

Commonwealth of Dominica



Office of the Maritime Administrator

ARTICLES OF AGREEMENT
BETWEEN THE SHIPOWNER, OR DESIGNEE,
AND SEAFARER IN THE MERCHANT SERVICE
OF THE COMMONWEALTH OF DOMINICA

COMMONWEALTH OF DOMINICA INTERNATIONAL MARITIME REGULATIONS (REG. 76)

Table with 4 columns: Name of Vessel, Official Number, Port of Registry, Name and Address of Owner.

It is agreed between the Master and the undersigned seafarers of the (steam) (Motor) vessel (a) owned and operated by (b) with offices at (c) of which (d) is at present Master, or whoever shall become Master, now bound from the port of (e) to (f) and such other Ports and places in any part of the world as the Master may direct, for a term (of) (not exceeding) (g) calendar months, that:

(1) Seafarers shall conduct themselves in an orderly, faithful, honest and sober manner, at all times be diligent in their respective duties and obedient to the lawful commands of the Master, or of any person who shall lawfully succeed him or her, and their superior officers, in every thing relating to the vessel, its stores and cargo, whether on-board, in boats or on shore. In consideration of this service, to be duly performed, the Master agrees to pay the undersigned seafarers the wages expressed herein and/or set forth in supplemental provisions and/or agreements.

(2) Wages shall commence no later than on the day specified and agreed to in these Articles or at a time of presence on board for the purpose of commencing work, whichever first occurs, and shall terminate on the day of discharge or termination of these Articles.

(3) Seafarers are entitled to receive on request, in local currency, from the Master one half of the balance of base wages actually earned and payable at every intermediate port where the vessel shall load or discharge cargo before the end of the voyage, but not more than once in any ten (10) day period.

(4) If the Master and a seafarer agree, a portion of such seafarer's earnings may be allotted to such seafarer's spouse, children, grandchildren, parents, grandparents, brothers or sisters, or to a bank account in the name of the seafarer.

(5) Any seafarer who is put ashore at a port other than the one where he signed on these Articles and who is put ashore for reasons for which he or she is not responsible, shall be returned as a seafarer or otherwise, but without expense to him

- (a) at the Shipowner's option, to the port in which he was engaged or where the voyage commenced or to a port in such seafarer's own country; or
(b) to another port agreed upon between the seafarer and the Shipowner or Master.

However, in the event such seafarer's contract period of service has not expired, the Shipowner shall have the right to transfer him to another of the Shipowner's vessels, to serve thereon for the balance of the contract period of service, unless otherwise provided for herein.

(6) Any seafarer whose period of employment is terminated by reason of completion of the voyage for which he was engaged or of expiration of his contract period of employment, shall be entitled to repatriation at no expense to him to the port at which he was engaged or to such other port as may be agreed upon.

(7) If any person enters himself as qualified for duty which he is incompetent to perform, his rank or rating may be reduced in accordance with his incompetence or he may be discharged.

(8) Any seafarer may request his immediate discharge on grounds of injury or illness, and such discharge may be granted in the Master's reasonable discretion at the next appropriate port.

(9) The Master shall give to a seafarer discharged from his vessel either on his discharge or on, payment of his wages, the Seafarer's Identification and Training Record Book as issued by the Office of the Maritime Administrator, with an entry specifying the period of his service and the time and place of his discharge. Such entries shall not contain any statement as to the quality of work of the seafarer concerned or as to his/her wages.

(10) Signature of these Articles by any seafarer at the time of discharge from the ship shall not amount to a release of the Shipowner and/or the vessel from any claim for wages or any other claim of the seafarer which is outstanding at discharge but shall amount only to an

acknowledgement of discharge. Receipt of wages at discharge shall not be treated as full and final settlement of all outstanding wages.

(11) Every Master in service aboard a vessel registered under the International Maritime Act, shall ensure that watchkeeping arrangements are adequate for maintaining a safe continuous watch or watches, taking into account the prevailing circumstances and conditions and that, under the Master's general directions all watchkeeping personnel shall observe the principles and guidance set out in the International Convention on Standards of Training, Certification and Watchkeeping 1978, as amended, and as established by the Administration.

(12) Furthermore, every Master in service aboard a vessel registered under the Maritime Act shall ensure that seafarer working arrangements are adequate for the safe and efficient operation of the vessel, and with due regard to security, taking into account the prevailing circumstances and conditions.

- (a) All persons who are assigned duty as officer in charge of a watch or as a rating forming part of a watch shall be provided a minimum of ten (10) hours of rest in every 24-hour period, and seventy-seven (77) hours of rest in any seven-day period.
- (b) The hours of rest may be divided into no more than two periods, one of which shall be at least six (6) hours in duration and the interval between consecutive periods of rest shall not exceed fourteen (14) hours;
- (c) The requirement for rest periods set forth in paragraphs (a) and (b), above, need not be maintained in case of an emergency or drill or in other overriding operational conditions - i.e., essential shipboard work which could not reasonably have been anticipated at the commencement of the voyage;
- (d) Watch schedules shall be posted where they are easily accessible on board the vessel;
- (e) The Master shall cause the recordation of the hours of work and/or rest periods of each seafarer, and such record shall be available for inspection by marine inspectors designated by the Maritime Administrator, or an official who is authorized to act for and on behalf of the Maritime Administrator.
- (f) Where any applicable collective bargaining agreement provides for exceptions to the limits set forth under paragraphs (a) and/or (b) above, the Master shall ensure that a copy of the terms of such provisions are made readily available on board the vessel.

(13) In order to be alert and maintain proper fitness for the performance of watchkeeping duties, Watchkeeping personnel shall have no more than 0.04% blood alcohol content (BAC) during Watchkeeping duties; and watchkeeping personnel shall not consume alcohol within four (4) hours prior to serving as a member of a watch.

(14) For the purposes of calculating overtime, normal working hours while in port and at sea shall be eight (8) hours per day, forty (40) hours per week with at least one (1) day of rest per week and rest on public holidays.

(15) Work performed over and above an eight (8) hour period shall be considered overtime and be compensated for at overtime rates. However, such work performed in excess of eight hours per day shall not be compensated for when necessary for the safety of the vessel, its passengers, officers, crew, cargo or for the saving of other vessels, lives or cargo, or for the performance of fire, lifeboat or other emergency drills. Nothing in these Articles shall be deemed to impair the right of the Master to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the

purpose of giving assistance to other ships or persons in distress at sea. Accordingly the Master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the Master shall ensure that any seafarers who have performed work during a scheduled rest period are provided with an adequate period of rest.

(16) Seafarers shall keep their respective quarters clean and in order.

(17) No dangerous weapons, narcotics or contraband articles, and alcoholic beverages except as provided by the Shipowner as part of the vessel's provisions, shall be brought on board the vessel nor allowed in the possession of seafarers, and any seafarer bringing the same on board or having the same in his or her possession on board, shall be subject to discharge and/or shall be liable for such fines as the Master may direct, and all such articles shall be confiscated. The amount of any fine levied against the vessel by the proper authority of the port wherein the vessel is then located, for possession of narcotics and/or contraband cargo, shall be made good to the Shipowner out of the wages of the seafarer or seafarers guilty of such possession.

(18) No seafarer shall go ashore in any foreign port except by permission of the Master. However, the Master shall not refuse the reasonable request of any seafarer for shore leave in order to visit a qualified medical doctor or dentist, where practicable, or for the purpose of presenting a complaint against the vessel or Master to a Consul of the Commonwealth of Dominica or other proper Official of the Commonwealth of Dominica.

(19) The Shipowner and Master may issue such rules and regulations as may be necessary for the safe and proper operation of the vessel; providing nothing contained therein shall be contrary to law.

(20) If any seafarer considers himself aggrieved by any breach of these Articles, he shall represent the same to the Master or officer in charge of the vessel, in a quiet and orderly manner, who shall thereupon take such corrective action as the case may require.

(21) The Parties to these Articles hereby stipulate that the terms and conditions laid down herein shall be subject to the applicable provisions of the Maritime Act and Regulations of the Commonwealth of Dominica. Any dispute as to the terms and conditions of this contract shall be resolved in accordance with the maritime Act and Regulations of the Commonwealth of Dominica and the Maritime Labour Convention, 2006, as amended.

(22) The undersigned seafarer confirms that he or she has been given the opportunity to examine and seek advice on these Articles before signing as well as such other facilities as are necessary to ensure that the seafarer has freely entered into an agreement with a sufficient understanding of his or her rights and responsibilities.

(23) All rights and obligations of the parties to these Articles shall be subject to the International Maritime Act and Regulations of the Commonwealth of Dominica.

**IT IS ALSO AGREED THAT:**

(additional provisions may be included or referenced herein or attached hereto)

IN WITNESS WHEREOF the said seafarers have subscribed their names herein on the days mentioned against their respective signatures.

Articles opened at ..... on .....

.....  
Signature of Master

**Note**

- (a) Enter name of vessel
- (b) Shipowner's Name
- (c) Shipowner's Address
- (d) Enter full name of Master
- (e) Enter the name of first port of departure
- (f) Enter here a description of the voyage and the names of the places at which the ship is to touch, or if that cannot be done, the general nature and the probable length of the voyage and the port of country at which the voyage is to terminate. For ships engaged in world-wide trading without definite itineraries or schedules, insert "world-wide trading."
- (g) Strike out word(s) not applicable

Name of Ship \_\_\_\_\_

Ref. No.	Full name of seafarer	Citizenship	Home address	Date and place wages commence	Days of annual paid leave (after one year's service)	Date and place signed on Articles	Date and place signed off Articles
	Date of birth and present age	Seafarer's Book number	Name and address of beneficiary or next-of-kin	Base wages per month	Minimum days of paid holidays per year	Signature of Seafarer	Signature of Seafarer
	Place of birth	Capacity in which employed				Signature of Master	Signature of Master