

THE MARITIME TRANSPORT ACT, NO. 5 of 2006

THE SEAFARERS ENGAGEMENT REGULATIONS

ARRANGEMENT OF REGULATIONS

REGULATIONS

TITLE

PART ONE

PRELIMINARY PROVISIONS

1. Short title and commencement
2. Interpretation
3. Application

PART TWO

CONDITIONS OF EMPLOYMENT OF SEAFARERS

4. Employment contract
5. Signing of employment contract
6. Form of employment contract
7. Discharge of Seafarer from work
8. Wages of Seafarers
9. Overtime
10. Employment equity
11. Minimum wage
12. Hours of work and hours of rest.
13. Schedule of service
14. Leave entitlement.

15. Place in which annual leave can be taken
16. Repatriation of Seafarers
17. Costs to be covered in repatriation
18. Compensation for the ship's loss or foundering.

PART III
MISCELLANEOUS PROVISIONS

19. Crewing levels.
20. Register of seafarers
21. Social security fund
22. Pay as you earn
23. Single voyage for ship delivery
24. Offence and penalty
25. Compounding of offences

SCHEDULE

THE MARITIME TRANSPORT ACT, NO. 5 of 2006

THE SEAFARERS ENGAGEMENT REGULATIONS

(Made under sections 101, 102 and 107)

IN EXERCISE of the powers conferred upon me under sections 101,102 and 107 of the Maritime Transport Act, No. 5 of 2006, **I, DR. SIRA UBWA MAMBOYA**, Minister of Infrastructure and Communication, do hereby make the Seafarer’s Engagement Regulations as follows:

PART ONE

PRELIMINARY PROVISIONS

Short title and commencement 1. These regulations may be cited as the Seafarer’s Engagement Regulations, 2018 and shall come into operation after being signed by the Minister and published in the Official Gazette.

Interpretation 2. In these Regulations, unless the context requires otherwise:

“Act” means the Maritime Transport Act, No. 5 of 2006

“Authority” means the Zanzibar Maritime Authority as established under the Maritime Transport Authority Act, No. 3 of 2009;

“basic pay or wages” means the pay, however composed, for normal hours of work, but it does not include payments for overtime worked, bonuses, allowances, paid leave or any other additional remuneration;

“consolidated wage” means a wage or salary which includes the basic pay and other pay-related benefits, and may include compensation for all overtime hours which are worked and all other pay-related benefits, or it may include only certain benefits in a partial consolidation;

“employment contract” means contract of employment between seafarer and ship owner or his representative;

“hours of work” means time during which seafarers are required to do work on account of the ship;

“hours of rest” means time outside hours of work, but does not include

short breaks during hours of work;

“MLC” means Maritime Labour Convention of 2006 as may be amended from time to time;

“Minister” means the Minister responsible for maritime affairs;

“overtime” means time worked in excess of the normal hours of work;

“Registrar for Ships” means registrar of ships as appointed under the provisions of the section 7(2) of the Act;

“seafarer” means any person who is employed or engaged or works in any capacity on board a ship;

“ship-owner” includes an actual owner or organisation or a person such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship.

Application

3. These Regulations shall apply to-

- (a) Tanzanian Zanzibar ships engaged in commercial activities, or except -
 - (i) ships engaged in fishing,
 - (ii) warships or naval ships, or
 - (iii) any other ship as may be determined by the Minister;
- (b) seafarers, except the categories of persons determined by the Authority and specified in the regulations; or
- (c) seafarer recruitment and placement; or
- (d) foreign registered ships while in Zanzibar ports or Zanzibar territorial waters.

PART TWO
CONDITIONS OF EMPLOYMENT OF SEAFARERS

Employment
contract

4.-(1) A seafarer shall not be employed or engaged to work onboard Tanzania Zanzibar Ship unless he has signed the employment contract

with the ship owner or the representative of ship owner.

(2) The employment contract shall be agreed by the seafarer under conditions which ensure that the seafarer has an opportunity to review and seek advice on the terms and conditions in the agreement and freely accepts them before signing it.

(3) The terms and conditions for employment of a seafarer referred to in employment contract shall be consistent with the standards as provided in these Regulations.

Signing of
employment
contract

5.-(1) Upon engagement, the employment contract shall be signed by seafarer and ship-owner with their witnesses in the presence of the Registrar of Ships to acknowledge the acceptance of the employment contract.

(2) After signing the employment contract both seafarer and ship-owner shall have original copy of employment contract and other copy shall be delivered to the Registrar of Ships.

Form of
employment
contract

6.-(1) The employment contract shall be in the form as shown in first Schedule to these Regulations which shall contains the following particulars-

- (a) the seafarer's full name, date of birth or age, and place of birth;
- (b) the ship owner's name and address;
- (c) the place where and date when the employment contract is entered into;
- (d) the capacity in which the seafarer is to be employed;
- (e) the amount of the seafarer's wages or where applicable, the formula used for calculating them;
- (f) the amount of paid annual leave or, where applicable, the formula used for calculating it;
- (g) terms and conditions for termination, including-

- (i) if the agreement has been made for an indefinite period, the conditions entitling either party to terminate it, as well as the required notice period, which shall not be less for the ship owner than for the seafarer;
 - (ii) if the agreement has been made for a definite period, the date fixed for its expiry; and
 - (iii) if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the seafarer should be discharged;
- (h) the health and social security protection benefits to be provided to the seafarer by the ship owner;
 - (i) the seafarer's entitlement to repatriation;
 - (j) reference to the collective bargaining agreement, if applicable;
 - (k) any other particulars which national law may require.

(2) Where a collective bargaining agreement forms all or part of employment contract, a copy of that agreement shall be available on the board the ship.

(3) A copy of employment contract shall be kept in a conspicuous place on board ship and shall also be accessible for review by Registrar of Ships and by officers of the Authority and Port State Control in foreign ports.

(4) Seafarers working on ships shall be given clear information as to the conditions of their employment and that such information, including a copy of employment contract.

Discharge of Seafarer from work

7.-(1) Upon discharge, the ship-owner shall submit to the Registrar of Ships the seafarer's account of wages, to ensure that the seafarer receives the wages and benefits due under the employment contract.

(2) Upon discharge, the ship-owner shall submit to the Registrar of Ships an abstract of the Seafarer's record book, showing the date of engagement, the date of discharge, the particulars of the vessel on which the seafarer was employed, and any comment by the master in relation to ability and capacity of the seafarer, to ensure that the seafarer's sea service is properly calculated.

Wages of
Seafarers

8.-(1) All seafarers shall be paid for their work monthly and in full in accordance with their employment contract.

(2) Wages due to seafarers shall be paid at no greater than monthly intervals and in accordance with any applicable collective agreement.

(3) At the termination of the employment contract, seafarers shall be given an account of the payments due and the amounts paid, including wages, overtime and additional payments, as well as the rate of exchange used if payment has been made in a currency or at a rate different from the one agreed to.

(4) At the time of engagement, ship owners shall take measures, such as those set out in sub-regulation (5) of this regulation, to provide seafarers with a means to transmit all or part of their basic pay to their families or dependants or legal beneficiaries.

(5) Measures to ensure that seafarers are able to transmit their earnings to their families include –

(a) a system for enabling seafarers, at the time of their entering employment or during it, to allot, if they so desire, a proportion of their wages for remittance at regular intervals to their families by bank transfers or similar means; and

(b) a requirement that allotments should be remitted in due time and directly to the person or persons nominated by the seafarers.

(6) There shall be no charge to the seafarer for the provision of this service by the ship owner, and any rate of currency exchange used shall be at the prevailing market rate or the official published rate and not unfavorable to the seafarer.

Overtime

9.-(1) For seafarers whose remuneration includes separate compensation for overtime worked -

- (a) for the purpose of calculating wages, the normal hours of work at sea and in port should not exceed eight hours per day;
- (b) for the purpose of calculating overtime, the number of normal hours per week covered by the basic pay or wages should not exceed 48 hours per week;
- (c) the rate or rates of compensation for overtime, should not be less than one and one-quarter times of the basic pay or wages per hour; and
- (d) records of all overtime worked should be maintained by the master, or a person assigned by the master, and endorsed by the seafarer at no greater than monthly intervals.

(2) For seafarers whose wages are fully or partially consolidated –

- (a) the number of hours of work expected of the seafarer in return for this remuneration, and any additional allowances which might be due in addition to the consolidated wage, and in which circumstances should be considered in payment;
- (b) where hourly overtime is payable for hours worked in excess of those covered by the consolidated wage, the hourly rate should be not less than one and one quarter times the basic rate corresponding to the normal hours of work as defined in paragraph (a); and
- (c) for seafarers whose wages are partially consolidated, records of all overtime worked should be maintained and endorsed as provided for in sub regulations (1)(d).

(3) Seafarer shall be paid for compensation for overtime or for work performed on the weekly day of rest and on public holidays by at least equivalent time off duty and off the ship or additional leave in lieu

of remuneration or any other compensation to be provided.

Employment
equity

10.-(1) Employment contracts should take into account the following principles -

- (a) equal remuneration for work of equal value should apply to all seafarers employed on the same ship without discrimination based upon race, colour, sex, religion, political opinion, national extraction or social origin;
- (b) the employment contract specifying the applicable wages or wage rates should be carried on board the ship;
- (c) information on the amount of wages or wage rates should be made available to each seafarer, either by providing at least one signed copy of the relevant information to the seafarer in a language which the seafarer understands, or by posting a copy of the employment contract in a place accessible to seafarers or by some other appropriate means;
- (d) wages should be paid in legal tender; where appropriate, they may be paid by seafarer immediate signing a salary voucher and obtain pay slip, bank transfer, bank cheque, postal cheque or money order -
- (e) on termination of engagement all remuneration due should be paid without undue delay;
- (f) where ship owners unduly delay, or fail to make, payment of all remuneration due, the Authority may prosecute that ship owner;
- (g) wages should be paid directly to seafarers' designated bank accounts unless they request otherwise in writing;
- (h) subject to subparagraph (g) of this subsection, the ship owner should impose no limit on seafarers' freedom to dispose of their remuneration-
- (i) deduction from remuneration should be permitted only if -

(ii) there is an express provision in any law or regulations or in an applicable Employment contract and the seafarer has been informed, in the manner deemed most appropriate by the Authority, of the conditions for such deductions; and

(iii) the deductions do not in total exceed the seafarer's basic pay earned up until the time the deduction is made;

(i) no deductions should be made from a seafarer's remuneration in respect of obtaining or retaining employment;

(j) monetary fines against seafarers other than those authorized by national laws or regulations, are prohibited.

(2) The Authority shall institute procedures to investigate any complaints relating to any matter contained in this regulation.

Minimum
wage

11.-(1) The minimum wages shall be determined by collective agreement between the Authority, ship owners Association and Seafarers Trade Union.

(2) When fixing minimum wages, due regard should be given to the following principles –

(a) the level of minimum wages should take into account the nature of maritime employment, crewing levels of ships, and seafarers' normal hours of work;

(b) the level of minimum wages should be adjusted to take into account changes in the cost of living and in the needs of seafarers.

(3) The Authority shall ensure –

(a) by means of a system of supervision and sanctions, that wages are paid at not less than the rate or rates fixed; and

(b) that any seafarer who has been paid at a rate lower than the

minimum wage is entitled to recover, by an inexpensive and expeditious judicial or other procedure, the amount by which they have been underpaid.

Hours of work
and hours of
rest.

12.-(1) Maximum hours of work or minimum hours of rest over given periods shall be consistent with the provisions in this regulation.

(2) For a registered ship operating 24 hours a day, or 7 days a week, the normal working hours for watch keeping seafarers shall be based on an eight-hour day with one day of rest per week and one day of rest on a national public holidays both of which shall be subject to compensation under sub regulation (4) of this regulation.

(3) The number of normal hours per week covered by the basic pay or wages shall not exceed that set forth in sub regulation 4 of this Regulation and the maximum number of hours of work for non-watch keeping seafarers shall not exceed 14 hours in any 24-hour period or 72 hours in any 7-day period, and the minimum number of hours of rest shall be not be less than 10 hours in any 24-hour period or 77 hours in any 7-day period.

(4) The hours of rest for a watch keeping seafarer shall be as follows –

- (a) all seafarers who are assigned duty as officer in charge of a watch or as a rating forming part of a watch must be allowed a minimum of 10 hours rest in any 24-hour period;
- (b) the hours of rest may be divided into no more that 2 periods, one of which must be at least 6 hours in length;
- (c) the requirements for the rest periods prescribed in paragraphs (a) and (b) of this regulation need not be maintained in the case of an emergency or drill, or in other over-riding operational conditions;
- (d) notwithstanding paragraphs (a) and (b) of this regulation, the minimum period of 10 hours may be reduced to not less than 6 consecutive hours, but any such reduction must not extend beyond 2 days and not less than 70 hours of rest need be provided in each 7 day period; and

(e) watch schedules must be posted on board where they are easily accessible.

(5) Hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

(6) Notwithstanding the provisions of sub regulations (1) to (5) of this regulation, ship owners and masters shall take into account the danger posed by the fatigue of seafarers, especially those whose duties involve navigational safety and the safe and secure operation of the ship.

(7) Musters, fire-fighting and lifeboat drills, and drills prescribed by the Act and regulations made thereunder and by international laws, shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue.

(8) When a watch keeping seafarer is on call, such as berthing or departing a berth, the seafarer shall have an adequate compensatory rest period if the normal period of rest is disturbed by a call-out to work.

Schedule of service

13.-(1) The ship owner or master of the ship shall cause to be posted, in an easily accessible place, a table of such dimensions as to be easily readable, setting forth the shipboard working arrangements, which shall contain for every position at least -

(a) the schedule of service at sea and service in port; and

(b) the maximum hours of work or the minimum hours of rest required by these Regulations or the employment contract.

(2) In preparing the table showing the shipboard working arrangements the ship owner or master shall allow sufficient time for all meals, and a break of at least one hour for the main meal of the day should be assured.

(3) The ship owner or master shall cause to be maintained a records of seafarers' daily hours of work or of their daily hours of rest to allow monitoring of compliance with the provisions of this regulation.

(4) Nothing in this regulation shall be deemed to impair the right of the master of a ship 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 required by sub regulation (3) of this regulation, and require a seafarer to perform any hours of work necessary until the normal situation has been restored and as soon as practicable after the normal situation has been restored.

(5) Subject to sub regulation (4) of this regulation, the master shall ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.

Leave
entitlement.

14.-(1) Seafarers employed on Tanzania Zanzibar ships shall be given paid annual leave under appropriate conditions, in accordance with the provisions of this regulation.

(2) Subject to the operational requirements of their positions, the working of cargo and the safety of the ship, when the ship is in port, seafarers shall be granted shore leave to benefit their health and well-being.

(3) Subject to any Employment Contract, an annual leave with pay shall be calculated on the basis of a minimum of 2.5 calendar days per month of employment, provided that, the manner in which the length of service is calculated shall be determined by the Authority in consultation with ship owner's and seafarers' representatives.

(4) Any agreement to forgo the minimum annual leave with pay prescribed in this Regulation or in an Employment Contract, except in cases provided for by the Authority, shall be prohibited.

(5) The level of pay during annual leave should be at the seafarer's basic pay provided for in the employment contract.

(6) For seafarers employed for periods shorter than one year or in the event of termination of the employment relationship, entitlement to leave must be calculated on a pro-rata basis.

(7) The following shall not be counted as part of annual leave with pay –

(a) national public, religious and customary holidays

recognized in Zanzibar or in the United Republic of Tanzania, whether or not they fall during the annual leave with pay;

- (b) periods of incapacity for work resulting from illness or injury or from maternity, under conditions as determined by the Authority;
- (c) temporary shore leave granted to a seafarer while under an employment agreement;
- (d) compensatory leave of any kind, under conditions as determined by the Authority.

Place in which
annual leave
can be taken

15.-(1) Seafarers shall have the right to take annual leave in the place with which they have a substantial connection, which would normally be the same as the place to which they are entitled to be repatriated, seafarers should not be required without their consent to take annual leave due to them in another place except under the provisions of employment contract for this regulation.

(2) If a seafarer is required to take his annual leave from a place other than that permitted by sub regulation (3) of this regulation , he shall be entitled to, from the account of the ship owner –

- (a) free transportation to the place where he was engaged or recruited, whichever is nearer to his home; and
- (b) subsistence and other costs directly involved, but the travel time involved should not be deducted from any annual leave due to the seafarer.

(3) Subject to sub regulation (2) of this regulation, the division of the annual leave with pay into parts, or the accumulation of such annual leave due in respect of one year together with a subsequent period of leave, may, if agreed to by the ship owner and the seafarer, be authorized by the Authority.

(4) Subject to sub regulation (3) of this regulation, the annual leave with pay prescribed in this regulation should consist of an uninterrupted period.

Repatriation of
Seafarers

16.-(1) Seafarers shall have a right to be repatriated at no cost to themselves in the circumstances and under the conditions specified in these Regulations.

(2) The owners of ships registered in closed or open registry shall provide financial security to ensure that seafarers are duly repatriated in accordance with these Regulations.

(3) Seafarers serving on Tanzania Zanzibar ships are entitled to repatriation, to the cost of the ship owner, in the following circumstances-

(a) if the employment contract expires while they are abroad;

(b) when the employment contract is terminated -

(i) by the ship owner; or

(ii) by the seafarer for justified reasons;

(c) when the seafarers are no longer able to carry out their duties under their employment agreement or cannot be expected to carry them out in the specific circumstances.

(4) Ship owners are prohibited from requiring seafarers to make an advance payment towards the cost of repatriation at the beginning of their employment, and from recovering the cost of repatriation from the seafarers' wages or other entitlements, except where the seafarer has committed an offence under the Act or been found to be in serious default of the obligations found in the employment contract.

(5) Subject to sub regulation (4) of this regulation, the expenses of repatriation shall in no case be a charge upon the seafarer.

(6) This regulation shall not prejudice any right of the ship owner to recover the cost of repatriation under third-party employment contractual arrangements.

(7) If a ship owner, to which this regulation applies, fails to make arrangements for or to meet the cost of repatriation of seafarers who are entitled to be repatriated, the Authority shall arrange for repatriation of the seafarer concerned and recover the cost from the ship owner.

(8) If the Authority shall arrange and pay for the repatriation of a

seafarer under sub regulation (7) of this regulation, it may detain, or request the detention of, the ships of the ship owner concerned until the reimbursement has been made in accordance with this regulation.

(9) In addition to the cases listed in sub regulation (3)(a), (b) and (c) of this regulation, seafarers shall be entitled to repatriation –

- (a) in the event of illness or injury or other medical condition which requires their repatriation when found medically fit to travel; and
- (b) in the event of shipwreck; and
- (c) in the event of the ship owner not being able to continue to fulfill their legal or employment contractual obligations as an employer of the seafarers by reason of solvency, sale of ship, change of ship's registration or any other similar reason; and
- (d) in the event of a ship being bound for a war zone, as defined by national laws or regulations or Seafarers' Employment Contract, to which the seafarer does not consent to go; and
- (e) in the event of termination or interruption of employment in accordance with an industrial award or collective agreement, or termination of employment for any other similar reason.

Costs to be covered in repatriation

17.-(1) The costs to be borne by the ship owner for repatriation under this regulation should include at least the following -

- (a) passage to the destination selected for repatriation in accordance with the employment contract;
- (b) accommodation and food from the moment the seafarers leave the ship until they reach the repatriation destination;
- (c) pay and allowances from the moment the seafarers leave the ship until they reach the repatriation destination, if provided for in the employment contract;

(d) transportation of 30 kg of the seafarers' personal luggage to the repatriation destination; and

(e) medical treatment when necessary until the seafarers are medically fit to travel to the repatriation destination.

(2) Time spent awaiting repatriation and repatriation travel time should not be deducted from paid leave accrued to the seafarers.

(3) Ship owners shall take responsibility for repatriation arrangements by appropriate and expeditious means, where appropriate in the circumstances or when no other means of transport is available, the normal mode of transport should be by air.

(4) The destinations shall be that to which the seafarer has a substantial connection including -

(a) the place at which the seafarer agreed to enter into the engagement; or

(b) the place stipulated by the Seafarer's Employment Contract; or

(c) the seafarer's country of residence; or

(d) such other place as may be mutually agreed at the time of engagement, the choice of which is the seafarer's.

(5) The entitlement to repatriation may lapse if the seafarer does not claim it within a reasonable period of time to be defined by the mutual consent of the ship-owner and seafarer or contained in the employment contract.

Compensation
for the ship's
loss or
foundering.

18.-(1) Seafarers are entitled to adequate compensation in the case of injury, loss or unemployment arising from the ship's loss or foundering.

(2) In every case of loss or foundering of a ship, the ship owner shall pay to each seafarer employed on board an indemnity against unemployment resulting from such loss or foundering.

(3) The indemnity of the seafarer referred to in sub regulation (2) of this regulation shall be without prejudice to any other rights a seafarer may have under the Act or any other legislation or regulation for losses or injuries arising from a ship's loss or foundering.

(4) The indemnity against unemployment resulting from a ship's foundering or loss should be paid for the days during which the seafarer remains in fact unemployed at the same rate as the wages payable under the employment contract, but the total indemnity payable to any one seafarer may be limited to two months' wages.

(5) Seafarers shall be bound to mitigate their losses and will be expected to accept a reasonable offer of employment on another vessel.

(6) Seafarers shall have the same legal remedies for recovering such indemnities as they have for recovering arrears of wages earned during the service.

PART THREE MISCELLANEOUS PROVISIONS

Crewing levels.

19.-(1) All Tanzania Zanzibar ships shall have a sufficient number of seafarers employed on board to ensure that ships are operated safely, efficiently and with due regard to security under all conditions, taking into account concerns about seafarer fatigue and the particular nature and conditions of the voyage.

(2) All Tanzania Zanzibar ships shall be operated with a crew that is adequate, in terms of size and qualifications, to ensure the safety and security of the ship and its personnel, under all operating conditions, in accordance with the minimum safe manning document or an equivalent issued by the Authority.

(3) When determining, approving or revising manning levels, the Authority shall take into account the need to avoid or minimize excessive hours of work to ensure sufficient rest and to limit fatigue, as well as the principles in applicable international instruments, especially those of the international maritime organization, on manning levels.

(4) In determining safe manning levels, the Authority shall consult with representatives of ship-owners' and seafarers' organizations, and take into account international standards.

Register of seafarers

20.-(1) The Authority shall maintain a Seafarer's Register, which shall include all occupational categories of seafarers, qualifications, age profiles and other aggregated data in a manner determined by national employment policy.

(2) To the extent possible, the number of seafarers on the Seafarer's Register shall be periodically reviewed so as to achieve levels adapted to the needs of the maritime industry.

(3) When a reduction in the number of seafarers on such a register or list becomes necessary, all appropriate measures should be taken to prevent or minimize detrimental effects on seafarers, account being taken of the national economic, the social situation and the funds remitted by seafarers to family and relatives in Zanzibar or Mainland Tanzania.

Social security fund

21.-(1) All seafarers of Tanzanian nationals who work onboard any vessels shall be subjected to Social Security Fund Scheme and part of their salary or wages shall be remitted by his employer to Social Security Fund in accordance with the laws relating to such Social Security Fund.

(2) All shipping companies that employ seafarers of Tanzanian nationals shall be subjected to Social Security Fund Scheme, shall contribute from their account and remit to Social Security Fund the equivalent of percentage of salary for each seafarer employed, in accordance with the laws relating to such Social Security Fund.

Pay as you earn

22. All seafarers of Tanzania nationals shall not be exempted from taxation of pay as you earn scheme

Single voyage for ship delivery

23.-(1) All companies shall be required to report to the Authority for any employment contract involving seafarers of Tanzanian nationals for ship delivery of any Tanzania Zanzibar Ships to Zanzibar from abroad or from Zanzibar to abroad.

(2) The Authority shall make the employment contracts between ship owner and seafarer for the purpose of sub regulation (1) of this regulation be signed by both parties stipulating all the conditions of the work to be carried and wages to be paid to seafarers.

(3) Any shipping company which contravenes the provisions of this regulation commits an offence and upon conviction shall be liable to

a fine of not less the equivalent of seven thousand dollars in shillings and shall be liable to pay all seafarers wages as the Authority think appropriate.

Offence and penalty

24. Any ship owner who contravenes any provision of these Regulations, commits an offence and shall upon conviction be liable to a fine of not less than the equivalent to three hundred thousand dollars in shillings.

Compounding of offences

25.-(1) Notwithstanding any other law, where a ship or master violates any provision of these Regulation, the Registrar of Ships may serve on that ship or master a notice in the specified form, calling upon such ship or master to pay in respect of the offence, the amount of fines so specified with the offence alleged to have been committed.

(2) The notice under sub regulation (1) of this regulation, shall specify:

- (a) name and registration number of the ship;
- (b) the offence alleged to have been committed;
- (c) place and time upon which the offence has occurred;
- (d) actual amount of fine so specified for that offence;
- (e) time and manner in which the fine should be paid; and
- (f) any other particular or information relating to that offence when the Registrar of Ship may think necessary.

(3) The ship or master served with a notice under sub regulation (1) of this regulation shall, within seven days from the date in which the notice has been delivered to him, pay the amount of fine to the Authority.

(4) Where a ship or master has been served with a notice under sub regulation (1) of this regulation, fails to pay such a fine within the time limit specified in the notice, the Authority shall proceeds with criminal action against such a ship or master.

(5) When the ship or master pay the amount of fine so specified in the notice, no further criminal actions relating to the same offence shall be taken against the ship or master.

SCHEDULE

SEAFARER EMPLOYMENT AGREEMENT

[Made under Regulation 6 (1)]

THIS AGREEMENT IS BETWEEN:

.....
(insert Seafarer’s full name)

.....
(insert date of birth)

.....
(insert place of birth – town and country)

And

.....
(insert Shipowner’s name)

.....
(insert Shipowner’s full address)

CAPACITY IN WHICH SEAFARER IS TO BE EMPLOYED

The capacity in which you are initially employed is

.....
(insert capacity)

PLACE OF WORK

You will be employed on
(insert name of vessel or state any vessel owned , managed or chartered by the ship owner)

WAGES

Your wages will be
(insert amount and currency) per week/month/year (delete as appropriate) or formula for determining wages

MEANS OF PAYMENT OF WAGES

Your wages will be payable by.....
(insert method of payment)

at weekly/monthly (delete as appropriate)
intervals on the(insert number) day of each week/month (delete as appropriate)

(Overtime hours i.e. hours worked outside of normal working hours will be paid at a rate of
.....
(insert overtime rate)

PAID ANNUAL LEAVE

You are entitled to take(insert number) working days as paid leave in each
employment. If your employment commenced or terminates part way through the holiday year
entitlement to paid annual leave will be assessed on a pro rata basis. Deductions from final salary

you on termination of employment will be made in respect of any paid annual leave taken in excess of your entitlement. There is no provision for the transfer of paid annual leave from one year to the next. Annual leave must be taken in the year in which it accrues. There is also no provision for payment made in lieu of untaken leave except where paid annual leave has accrued but has not been taken at the date of termination of employment.

NOTICE OF TERMINATION OF EMPLOYMENT *(Delete whichever is not applicable)*

Definite Period Agreement

Your employment is for a period commencing on *(insert date)* and ending on *(insert date)* unless it is terminated for justified reasons in advance of this point or the ship is at sea at that time in which event it will continue until its arrival in port at which point it will terminate.

or
Indefinite Agreement

The length of notice which you are obliged to give to terminate your employment is *(insert notice period which is to be not less than seven days)*.

The length of notice which you are entitled to receive from the shipowner to terminate your employment is *(insert notice period which is to be not less than seven days)*.

or
Voyage Agreement

Your employment is for the length of the voyage of [ship] commencing on *(insert date)* from *(insert name of port)* until *(insert date)* or the vessel's arrival in the *(insert name of port)* at which point it will terminate, unless it is terminated for justified reasons in advance of this point.

HEALTH AND SOCIAL SECURITY BENEFITS

If you become sick or injured whilst on a voyage, you will be paid your normal basic wages until you have been repatriated in accordance with the repatriation provisions set out below. After you have been repatriated you will be paid per cent *(insert number)* of your normal basic wages up to a maximum of weeks *(insert number which shall be 16 or above)* less the amount of any Sick Pay or Social security Sickness Benefit to which you may be entitled for *(insert number)* working days in total in any one sick pay year.

If you require medical care while you are on-board this will be provided free of charge, including a supply of necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where practicable and appropriate, you will be given leave to visit a qualified medical professional or dentists in ports of call for the purpose of obtaining treatment.

In the event of sickness or incapacity, you will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and board and lodging away from the ship until your recovery or until your sickness or incapacity has been declared of a permanent character, subject to a maximum period of weeks *(insert number which shall be 16 or above)*. In addition, the shipowner will meet the cost of the return of your property left on board to you or your next of kin.

In the event of your death occurring on board or ashore during a voyage, the shipowner will meet the cost of burial expenses, or cremation where appropriate or required by local legislation, and the return of property left on board to your next of kin.

REPATRIATION

You will be entitled to repatriation, at the expense of the shipowner, if you are away from your country of residence when this agreement is terminated:

- by the shipowner
- by you in the event of illness or injury or other medical condition requiring your repatriation, that the ship is proceeding to a Warlike Operations Area or the event of termination or interruption of employment in accordance with an industrial award or collective agreement.
- in circumstances where you are no longer able to carry out your duties under this agreement or cannot be expected to do so e.g. shipwreck, the sale of your ship or a change in your ship's registration.

The entitlement to repatriation entails transport by (*insert means of transport*) to (*insert place name or country*)

Note: - You may not be entitled to repatriation at the expense of the shipowner in circumstances where you have been dismissed on disciplinary grounds or have breached your obligations under this Agreement. In such circumstances the shipowner will still be liable to repatriate you but is entitled to recover from you the wages due to you the cost of doing so.

Maximum duration of service periods after which you are entitled to repatriation

The maximum period of service following which you will be entitled to repatriation at no cost to you is months (*insert number of months -no more than 12 months*)

APPLICABLE COLLECTIVE BARGAINING AGREEMENT(S) (delete if not applicable)

Your employment will also be subject to the Collective Bargaining Agreement(s) entered into on (*insert date(s)*) between the shipowner and (*insert details of the other parties to the collective bargaining agreement(s)*). Any additional terms and conditions and forms part of this Seafarers' Employment Agreement, as attached.

HOURS OF WORK

Your normal hours of work are from (*insert time*) to (*insert time*) on (*insert day of week*) to (*insert day of week*) inclusive.

Your hours of work will be arranged such as to ensure that you receive a minimum of 10 hours rest in each 24-hour period and a minimum of 77 hours rest in each seven-day period. This minimum period of rest may not be reduced below 10 hours except in an emergency.

You may be required, at the absolute discretion of the Master, to work additional hours due to an emergency affecting the safety of the ship, its passengers, crew or cargo or the marine environment. You may also be required to give assistance to other ships or persons in peril. You may also be required to work additional hours for safety drills such as musters, fire-fighting and lifeboat drills. In such circumstances you will be compensated subsequently with (a) compensatory rest period(s).

COMPLAINTS AND DISCIPLINARY PROCEDURES

(a) Complaints

If you have a complaint regarding your employment you should follow the shipowner's complaint procedure a copy of which will be provided to you when you join the vessel.

(b) Disciplinary Rules and Procedure

The disciplinary rules applicable to you are set out by the Authority.

ADDITIONAL PROVISIONS INCLUDED BY SHIPOWNER

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Signature of Seafarer

.....

Signature of Shipowner or Shipowner's representative

..... (State position held)

Place where this Agreement is entered into

Date when this Agreement is entered into

SIGNED on 12 this day of February, 2019.

(DR. SIRA UBWA MAMBOYA)
MINISTER OF INFRASTRUCTURE, COMMUNICATION
AND TRANSPORTATION