

IMMARBE

International Merchant Marine Registry of Belize

Merchant Shipping Notice MSN-0021

SEAMEN'S ARTICLES OF AGREEMENT

ALL SHIPOWNERS, OPERATORS, MASTERS AND OFFICERS, DEPUTY REGISTRARS, RECOGNIZED ORGANIZATIONS, AGENTS.

MSN Superseded:

Issue Date:

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1. BACKGROUND

- 1.1. The International Labour Organization (ILO) adopted the Seamen's Articles of Agreement Convention, 1926 (No. 22) where certain conditions for the establishment of agreements between owner's representatives or masters and seafarers were laid down.
- 1.2. Belize ratified the ILO Convention No.22 in 1983 and under this Convention, IMMARB is obliged, amongst other things, to establish the form of the Articles of Agreement, the particulars to be recorded and the manner in which such particulars are to be entered. Furthermore, IMMARB is obliged to confirm to the ILO the satisfactory implementation of this ILO Convention.

2. PURPOSE AND SCOPE

This Merchant Shipping Notice advises all shipowners, operators, seamen, agents and recognized organizations of the implementation of a standard form of Articles of Agreement for use on board all IMMARB registered vessels with the exception of pleasure vessels as defined in TN-0016 dated 1st July 2006.

3. IMPLEMENTATION

- 3.1. Articles of Agreement shall be in the English language and in the official wording and columnar format approved by IMMARB and appended hereto. Where necessary, a foreign language version may be attached to it or otherwise made a part of it. The new format of the Articles of Agreement prescribed in this Merchant Shipping Notice shall be implemented forthwith. This format complies with the requirements of ILO Convention No. 22 and is similar to that implemented by other ship registries.
- 3.2. The Articles of Agreement shall be annexed to the Official Crew List to be held on board.
- 3.3. Every seaman joining the vessel to commence employment on board shall sign the Articles of Agreement prior to departure of the vessel from the port at which the seaman joined the vessel.

The Master shall officiate at the signing-on of each seaman and shall sign his name to the Articles of Agreement in attestation of his having so acted.

- 3.4. The signing off Articles of Agreement by a seaman at the time of his discharge from employment on board shall not constitute a waiver on his part of any claim which he may have against the vessel or its Master at that time.

4. DEFINITIONS

- 4.1. "Seaman", for the purpose of this Merchant Shipping Notice, includes every person employed or engaged in any capacity on board any vessel with the exception of the Master and Pilots.
- 4.2. "Ratings", mean collectively those persons other than the Master and officers who are serving in any capacity on board a vessel.

5. AVAILABILITY OF FORMS

- 5.1. The format of the Articles of Agreement, (Form F-095-SAA) can be downloaded and printed free of charge from IMMARBES website (www.immarbe.com/IMMARBELIB/MSN-0021onCrewArticles.pdf), the format has been designed in legal size paper (8 ½ x 14) inch.
- 5.2. The format of the Certificate of Service, (Form F-096-CS) can be downloaded and printed free of charge from IMMARBES website.

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INTERNATIONAL MERCHANT MARINE REGISTRY OF BELIZE (IMMARBE)

ARTICLES OF AGREEMENT BETWEEN THE MASTER AND SEAMAN SERVING ON BOARD A VESSEL REGISTERED AT IMMARBE

Name of Vessel	Registration Number	Port of Registry	Gross Tonnage	Propulsion Power
		BELIZE		kW.

IT IS AGREED between the Master and the undersigned seamen of the (steam) (motor) vessel (a) _____ of which (b) _____ is at present Master, or whoever shall become Master, now bound from the port of (c) _____ to (d) _____ and such other Ports and places in any part of the world as the Master may direct, for a term (of) (not exceeding) (e) _____ (f) calendar months, that:

1. Seamen shall conduct themselves in an orderly, faithful, honest and sober manner, and shall 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 everything 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 seamen the wages expressed herein and/or set forth in supplemental provisions and/or contract of employment.

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 as otherwise specified in the supplemental provisions and/or contracts of employment.

3. Seamen are entitled to receive on request, in local currency, from the Master one half of the balance of basic 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-day period.

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

5. Any seaman who is put ashore at a port other than the one where he or she signed on these Articles and who is put ashore for reasons for which he or she is not responsible, shall be returned as a seaman or otherwise, but without expense to him or her; (a) at the Shipowner's option, to the port or place in which he or she was engaged or where the voyage commenced or to a port or place in such seaman's own country; or (b) to another port or place agreed upon between the seaman and the Shipowner or Master. However, in the event such seaman's period of service specified in his contract of employment has not expired, the Shipowner shall have the right to transfer him or her to another of the Shipowner's vessels, to serve thereon for the balance of the unexpired period of service.

6. Any seaman whose period of employment is terminated by reason of completion of the voyage for which he or she was engaged or of expiration of his or her contract period of employment, shall be entitled to repatriation at no expense to him or her to the port or place at which he or she was engaged or to such other port or place as may be agreed upon, unless otherwise specified in the supplemental provisions.
7. If a seaman enters himself or herself as qualified for duty which he or she is incompetent to perform, his or her rank or rating may be reduced in accordance with his or her competence or he or she may be discharged.
8. Any seaman may request his or her 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 seaman discharged from his or her vessel either on his or her discharge or on payment of his or her wages, a Certificate of Service in the format approved by IMMARB E.
10. Every Master in service on board a vessel registered under the Registration of Merchant Ships Act, 1989 (as amended by Act No. 5 of 1996), 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 for Seamen, 1978, as amended, and as established by IMMARB E under the Registration of Merchant Ships (Safe Manning, Hours of Work and Watchkeeping) Resolutions, 1999, S.I. 99 of 1999.
 - (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;
 - (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 length;
 - (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) Notwithstanding the provisions of paragraphs (a) and (b), above, the minimum period of ten (10) hours may be reduced to not less than six (6) consecutive hours provided that any such reduction shall not extend beyond two days and not less than seventy (70) hours of rest are provided each seven (7) day period;
 - (e) Watch schedules shall be posted where they are easily accessible on-board the vessel;
 - (f) The Master shall maintain a record of the hours of work and/or rest periods of each seaman, and such record shall be available for inspection by any authorized representative of IMMARB E or an official who is authorized to act for and on behalf of a Port State Control Authority.
11. In order to be alert and maintain proper fitness for the performance of watchkeeping duties, watchkeeping personnel shall have no more than 0.08% blood alcohol level (BAC) during watchkeeping duties; and watchkeeping personnel shall not consume alcohol within four (4) hours prior to serving as a member of a watch.
12. Eight hours per day shall constitute a working day while in port and at sea.
13. Work performed over and above an eight 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.
14. Seamen shall keep their respective quarters clean and in order.

15. 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 seamen, and any seaman 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 seaman or seamen guilty of such possession.

16. No seaman shall go ashore in any foreign port except by permission of the Master. However, the Master shall not refuse the reasonable request of any seaman for shore leave for the purpose of presenting a complaint against the vessel or Master to a Deputy Registrar of IMMARBE, a Consul or other Official of Belize.

17. 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.

18. If any seaman considers himself or herself aggrieved by any breach of these Articles, he or she 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.

19. All rights and obligations of the parties to these Articles shall be subject to the Registration of Merchant Ships Act, 1989 (as amended by Act No. 5 of 1996) and other applicable legislation of Belize.

IT IS ALSO AGREED THAT:

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

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

Articles opened at _____ on _____

Signature of Master

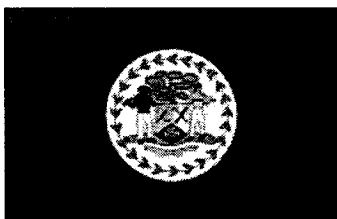
NOTES:

- (a) - Enter name of vessel.
- (b) - Enter full name of Master.
- (c) - Enter name of first port of departure.
- (d) - Enter here a description of the voyage and the names of the places at which the ship is to call, or if that cannot be done, the general nature and the probable length of the voyage and the port or country at which the voyage is to terminate. For ships engaged in world-wide trading without definite itineraries or schedules, insert "world-wide trade".
- (e) - Strike out word or words not applicable.
- (f) - We recommend that, for the sake of avoiding accumulation of excessive records, Articles should be closed no later than 24 months from the date when they were opened.

This form of Articles may be downloaded from our website:
www.immarbe.com/IMMARBELIB/MSN-0021onCrewArticles.pdf

SEAMEN'S ARTICLES OF AGREEMENT

FULL NAME OF SEAMAN	DATE OF BIRTH	PLACE OF BIRTH	NATIONALITY	SEAMANS' BOOK NUMBER	HOME ADDRESS	NAME AND ADDRESS OF BENEFICIARY OR NEXT OF KIN	DATE AND PLACE WAGES COMMENCE	CAPACITY IN WHICH EMPLOYED	BASIC WAGES PER MONTH	DAYS OF ANNUAL PAID LEAVE (After One Year's Service)	SUPPLEMENTAL PROVISIONS (Insert Date of Contract of Employment if any)	MINIMUM DAYS OF HOLIDAYS PER YEAR	DATE AND PLACE SIGNED ON ARTICLES	SIGNATURE OF SEAFARER	SIGNATURE OF MASTER	DATE AND PLACE SIGNED OFF ARTICLES	SIGNATURE OF SEAFARER	SIGNATURE OF MASTER
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19



INTERNATIONAL MERCHANT MARINE REGISTRY OF BELIZE
"IMMARBE"

CERTIFICATE OF SERVICE

Name of Vessel	Registration Number	Port of Registry	Gross Tonnage	Propulsion Power
		BELIZE		kW.

1. Name of Seaman

2. Nationality

3. Rank or Rating

4. Passport No. / Seaman's Book No. or
Certificate of Competence No.

5. Place of Engagement

6. Date of Engagement

7. Place of Discharge

8. Date of Discharge

9. Total service (months and days)

10. Nature of Voyage

I hereby certify that all entries herein were made by me and to the best of my knowledge, are correct. In witness whereof I have this day affixed my signature and the stamp of the vessel.

Date /Place _____

Signature of Master